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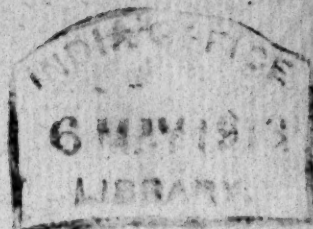
Page 12, line 14, from bottom, *for* May *read* March.

Page 98, line 19, from bottom, *for* Colonel *read* Mr.

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R E F U T A T I O N

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T H E R E P L Y

O F

ROBERT STEWART, Esq.

B Y

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J A M E S F R A S E R, Esq.

L O N D O N,

M.DCC.LXXXVII.

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WHEN, in the conclusion of my Answer to Mr. Stewart's first publication, I declared that I would not enter into any further controversy with him, whatever fresh libels he might write, I did undoubtedly at that time mean to remain silent, in case of any future attack. The Charge, as stated by Mr. Stewart, and my Answer, being fully before the public, I did not foresee that a necessity could arise to trouble them again upon a subject merely relating to myself; and besides, I felt, as I then declared, that the contention was of a nature degrading to any man of real spirit. It is, therefore, with much reluctance that I feel myself compelled, by the extraordinary attempt since made by the same person, once more to step forward, notwithstanding my former declaration; but I am confident that, when the circumstances which have induced me to this measure are fully understood, I shall meet with the public indulgence.

If Mr. Stewart had confined himself to replying to my Answer to his Charge, in a manner that our respective arguments might have been fairly contrasted, I should certainly have abided implicitly by the declaration I had

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made, and trusted for the result to the candid judgment of those who might have compared them together. But when a foul and wicked deception, when a gross and infamous fraud is attempted, under the specious and captivating pretence of giving “ a complete view both of the Charge and of what has been alledged by me in my exculpation, without reading either the Narrative published by himself, or my Answer,” and my character may thereby materially suffer, in the opinion of many who have not read either of these publications, I cannot suffer so base an artifice to succeed; and more especially, when I feel it in my power completely to detect and expose it.

On turning to the late Reply, published by Mr. Stewart, it will be found that he prefaces it by declaring, that it is “ intended to give a complete view both of the Charge and of what has been alledged by Mr. Frazer in exculpation, without the necessity of reading either the Narrative or the Answer.” And he immediately adds, “ at the same time the reader, if possessed of the Answer, is earnestly entreated to turn to it, according to the references, to be convinced that nothing is here mis-stated or misrepresented.” There is undoubtedly an appearance of candour and fairness in this request; but I shall clearly shew that it is an appearance only, and that it is insidiously calculated to prevent what it professes to entreat. But, in the first place, it will be necessary to ascertain, whether or not the late Reply of Mr. Stewart is what he declares that it was intended to be, that is, a complete view both of the Charge and of what has been alledged by me in my exculpation, without the necessity of reading
either

either the Narrative or the Answer. That it is directly the reverse; that it is, in fact, a new modification of the charge as stated in the Narrative, a most gross misrepresentation of what I alledged in answer, where my Answer is referred to, and an absolute omission of by much the greater part of it—all which would appear were the Narrative or the Answer read—I undertake to demonstrate, in the course of the observations that will follow. At present it will be sufficient to say, that, supposing this to be established, it will be no defence to set up, that the reader has been requested to turn to the Answer, according to the references; first, because the references are partial in themselves; and besides, that the appearance of candour and fairness, which this request carries with it, is likely to prevent any such references being made.

BUT before I enter into an examination of Mr. Stewart's last publication, as it applies to the charge against me, it may be necessary to take some notice of the circumstances under which it appears before the Public. They are already well apprized, that the first pamphlet published by Mr. Stewart, arraigning my conduct, appeared on the very eve of the East India election, at which I was then a candidate, with a certainty of success, but for the effects that pamphlet produced. The charges it contained were highly injurious to my character; nor was it confined to a mere statement of supposed facts, and the evidence relied on in support of them; but it consisted likewise of remarks, and observations, and arguments, applied in support of the accusation; so that it was absolutely impossible to give an immediate, or indeed an early answer. The

consequence was, that I lost, by the small number of five votes, that election I should otherwise have gained. As soon as circumstances would permit, I published an Answer, to which Mr. Stewart made the Reply, which is the subject of the present pages : and he begins it with stating, that “ his Narrative has been controverted in some “ few circumstances, which serve to attest its *general* accuracy ;” and, without denying that his Narrative has been properly controverted in this respect, he proceeds to state, that “ the Answer is a work of time, and of considerable “ ingenuity :” the meaning of which can only be, that for want of time, his own publication may in some respects be inaccurate ; and this explanation is warranted by what he himself afterwards asserts : for in the conclusion of his Reply, he says, “ I thought it necessary to have the Narrative, which I had drawn up, corrected, and put in a dress “ proper for the public eye. With that view, I delivered “ the manuscript and the proofs into the hands of a friend, “ whose reputation will certainly not suffer, when I state, “ that only three days intervened between his first seeing “ the Narrative and its publication ; during which he took “ the pains to alter the whole arrangement, and to give it “ the appearance of a new work. There was not a moment “ for revival, and it went instantly to the press. This is “ my apology for any trifling inaccuracies.”—For any trifling inaccuracies, this apology might perhaps suffice ; for any defects in the dress, which (to use his own allusion) he borrowed to cloath his work with for the public eye, it might be accepted as an excuse ; but if, instead of trifling inaccuracies, he has been guilty of the grossest and most wilful

wilful misrepresentations ; if, instead of defects in this borrowed dress, the deformity is in the object it covers—then, I flatter myself, he will not be permitted to excuse himself by alledging want of time for the new arrangement of his work, or to shift the censure from himself to the friend whom he employed on the occasion. What is the real nature of these supposed trifling inaccuracies, for which he thinks it necessary thus to apologize to the public, I shall shortly shew, by comparing his present with his former publication ; and for the future he will be left without even this miserable excuse. For it is fit to observe, that near three months had elapsed, after the appearance of my Answer, before the publication of his Reply, and upwards of two had actually passed away since he pledged himself, in the public prints, “ to convict me “ on the ground of what that Answer contained.” I may therefore at least hope, upon the present occasion, that no want of time will be pleaded for any present inaccuracies ; no Friend will again be brought forward for the generous purpose of being loaded with false imputations ; but that the present work will be considered as having every advantage, both in point of dress and substance, that the longest time and the most mature deliberation can afford.

CONSIDERED in this light, I shall now proceed to examine it ; and if in the course of the ensuing observations some epithets shall be found scattered, which by the common rules of politeness one Gentleman ought not to apply to another, let the conduct of Mr. Stewart plead my apology ; for if the foul abuse that stains his publication, and which none but a Coward, wrapt up in a complete contempt

tempt of shame and honour, could utter with impunity, do not in return draw upon him every term of reproach and ignominy which indignation can prompt and language supply, it is merely from a sense of deference to the public, and not from any consideration for him.

* * * *

AS the present work is intended to be a refutation of a reply to arguments formerly made use of by me, it is necessary, in order to render it intelligible, that, before I enter into the particular subject, I should give some general account of the transaction out of which this controversy arises. I shall, therefore, begin with such account, re-stating, as the shortest method, what was published in my Answer on this part of the case.

PREVIOUS to the year 1773, I was in habits of intimacy with the late Colonel Hannay, which continued till the time of his decease, in the year 1782. During the intermediate period, I had frequently advanced him considerable sums of money, many of which were not carried into the general account current between us ; and, in particular, I had made one advance for him to the Hill Rajah, of about 10,000 rupees. For a considerable part of this time Colonel Hannay was much embarrassed in his circumstances, constantly engaged in numerous and extensive projects ; and such was the loose manner in which we transacted business together, that a *chit*, or mere scrap of paper acknowledging particular sums to be due to me, were the
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only securities I received. In the payment of the sums he from time to time borrowed of me, the Colonel was from necessity very irregular: but on the 13th October, 1776, I had sent him an account, on which a certain balance was due to me, for which he transmitted me his promisory note, purporting on the face of it to be for this particular balance; and which note, as there was no prospect of immediate payment, I had thrown by, in which state it remained many years, totally forgotten by me. But when the Colonel's circumstances altered, and he became a man of considerable fortune, I had re-stated, for the purpose of charging him interest, all the articles of the account for the balance of which the note had been given, in a subsequent account; and in the course of our various dealings, his whole debt to me had been liquidated, at the time of his death, except a small balance upon the open account, amounting to 31 l. 9 s. Colonel Harper and Colonel Hannay had been concerned together in an elephant contract; and, as Attorney for Colonel Harper, it became necessary for me to settle the accounts with the executors of Colonel Hannay, and to claim a balance for Colonel Harper.

TOWARDS the end of the year 1782, I had formed the resolution of leaving India by the ships of next season, chiefly upon account of my health, which was then in a very bad state.

THIS necessarily involved me in a great hurry of business. Besides a multiplicity of smaller concerns, both for myself and others, I had to adjust and pass a long and perplexed account of several lacks of rupees, relating to the estate of one of the paymasters of the army; in passing which, I had every possible difficulty to surmount. I had also to adjust and pass the accounts of two different public concerns of my own, to a very large amount.

IN this situation I was, when I applied to the Executors of Colonel Hannay to adjust the account of Colonel Harper, which being of less magnitude, I confided chiefly to my native book-keeper, who was the only assistant I had in keeping my English accounts; for the Banyans and Moonshees, who transact most of the business of the English in India, keep their accounts in their own language. My book-keeper having had occasion, during the dispute about Colonel Harper's concern, to look over my papers with Colonel Hannay, as being connected with that concern, informed me that he had found a note of hand from Colonel Hannay to me, for about 10,000 rupees; and that on inspecting the account current of Colonel Hannay, which he himself had drawn out, he found this note had not been stated, as also, that it did not appear by the cash book to have been paid*.

As I had frequently advanced different sums to Colonel Hannay, which, as I have before stated, were not carried into the current account of money advanced for disbursements, being considered as transactions of money lent, and intended at the time of borrowing to be speedily repaid, many of which, however, not being repaid so soon as the Colonel intended, or as my own convenience and accommodation might sometimes require, I was under the frequent necessity of applying to him to be reimbursed, which it was not always in his power to do. On the occurrence

* The following is a copy of the note:

“ Buxar, October 13th, 1776.

“ Current Rupees 10,120. 8. 6.

“ I promise to pay to James Frazer, Esq; or his order, the sum of C^t R^s
 “ 10,120. 8. 6. say ten thousand one hundred and twenty Rupees eight Annas
 “ six Pice, BEING THE BALANCE OF OUR ACCOUNT TO THIS DAY, AS WIT-
 “ NESS MY HAND,

ALEXANDER HANNAY.”

currence of the discovery of this note, and no trace appearing in my books of its being paid, as I then supposed, from the representation of my book-keeper, I hastily called to mind the many advances I had made to the Colonel, on various occasions. I enquired of the banyan who kept my accounts of cash and bills, if he knew any thing of such a note. He told me he found in the books of his predecessor, then dead, an advance made by me for Colonel Hannay, to the Hill Rajah, of about 10,000 rupees ; and that this advance did not appear by his books to have been repaid. As I perfectly recollected that such an advance had been made by me for Colonel Hannay, I concluded that the note of hand, mentioned by my book-keeper, must have been given on account of that advance ; and I therefore directed him to carefully examine my cash book, and also my account current book, in which the Colonel's account stood exactly as it does in Mr. Stewart's Appendix, No. IV. dated the 30th April, 1781. . But I have already mentioned, that none of the partial accounts, delivered to Colonel Hannay, had been copied into my book ; and of course the partial account of the 9th October, 1776, which otherwise would have cleared up the matter to my book-keeper, did not appear there. After again examining the cash book and account current book, my book-keeper informed me, that he found the note had neither been paid nor stated : from all which I now took it for granted, that, amongst the many advances I had made for Colonel Hannay, this one to the Hill Rajah had been overlooked, and, of course, that this note of hand given for it was still unpaid.

I ACCORDINGLY demanded payment of the note from the executors, who declined to pay it, but without alledging for some time any reason that could induce them to suppose that it had been discharged. They required information for what the note was given; and I told them, as I then believed, not having particularly examined it myself, that it originated from money lent. Several letters passed on the subject, all of which will be found in the Appendix both of Mr. Stewart's original Narrative, and my Answer; and the result was, that the executors having discovered among Colonel Hannay's papers the account which shewed the note to have been paid, and which I had myself promised to send them, they instructed their attornies to demand the note, and to inform me (without stating why) that they were of opinion it had been paid. On this information, I immediately examined the note in question, which I had never thought of doing till then, and was struck with astonishment when I clearly discovered, by the contents, the error into which I had fallen. This discovery led me to trace out all the other steps of the mistake. With regard to my account current book, the manner of my book-keeper having been misled there, has been described to have arisen from the want of the partial account of the 9th October, 1776, for the balance of which the note had been given; and the appearance of that other account only, of the 30th April, 1781, in which the note did not stand stated. I found, on further enquiry, that my book-keeper had not gone back in my cash book beyond the date of the note, being the 13th October, 1776, and from that period forward no payment

of

of it appeared to have been made. Upon this it was he reported to me, that the note he had found was neither charged nor stated. My banyan had also truly reported, that the sum mentioned by him had actually been advanced for Colonel Hannay, and stood in the books of his predecessor as an advance made to the Hill Rajah. The repayment of that sum did not appear in his books, because it had not been paid to him, but to a distant Gomastah of mine, and had come directly from that Gomastah into my own cash book: there I found that repayment stated, but a considerable time anterior to the date of the note; which date had been the commencement of my book-keeper's search in the cash book, as has been already mentioned. On this discovery, I gave up the note, taking at the same time my books, to show how the mistake arose.

THE charge as brought against me by Mr. Stewart in his original publication, as arising from this transaction, was stated to be, That I was guilty of a foul and deliberate attempt to defraud the executors of Colonel Hannay of a considerable sum of money, by claiming payment of a note, which I must have known at the time to have been long before discharged; or, to state it specifically, That I demanded payment of a note given for the balance of an account delivered up to the 9th October, 1776, all the articles of which account have been re-charged in a subsequent one of the 30th April, 1781, from which the balance of the last account claimed, together with the note, was taken; so that the note being merged in the account of the 30th April, 1781, the balance of the last account

delivered was the only debt, and therefore the note was fraudulently claimed.

THIS charge having been made against me, by Mr. Stewart, at the Bengal Society, I felt it necessary to call him out; but he declined to meet me, alledging that an investigation of my conduct was the only satisfaction the nature of the case would admit: I therefore consented to postpone my first claim upon him till such an investigation should have taken place; and I proposed that six gentlemen should be appointed, three to be named by each, for the purpose.

MR. STEWART wrote me in answer, That he could not decline consenting to a proposal so perfectly fair. Six arbitrators were accordingly appointed; who made the following award:

“ AT a meeting this day, May 30th, 1785, at Mr.
 “ Baillie’s, of Cavendish Square, of us the undersigned, to
 “ enquire into a money-matter transaction between Mr.
 “ James Frazer, of York Street, St. James’s, and the execu-
 “ tors of the deceased Colonel Hannay, which has been re-
 “ ported to the prejudice of the said Mr. Frazer, as having
 “ had sinister motives, and an absolute intention to defraud
 “ the said executors: This is to certify, That we have care-
 “ fully investigated the same, and, after the most particular
 “ enquiry, our opinion is, that Mr. Frazer is acquitted of
 “ any intention to defraud; at the same time, it is our opi-
 “ nion, that Mr. Frazer’s inaccuracies, in his accounts and
 “ correspondence, are sufficient to have misled Captain Stew-
 “ art; and we unanimously agree, That this dispute should
 “ not

" not be carried further by either of the parties, and that
 " Mr. Frazer should not seek any further satisfaction.

" W. CAMPBELL,
 " T. CONWAY,
 " H. BAILIE,
 " M. RIDDELL,
 " A. BALFOUR,
 " S. FRASER."

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MR. STEWART has divided his present publication into different sections; to each of which he has assigned a different proposition, and which by such section he endeavours to establish. The first consists merely of inferences from a supposed state of facts, with which he begins his work, and which he holds out to the public as a statement that may supply the place of his former Narrative, and afford a complete view of the subject in dispute. I shall not stop here to explain, particularly, why the former Narrative is treated, as it uniformly is, in the course of the present reply, as unnecessary to be brought forward, because the reasons will fully appear from every part of the following observations; neither shall I point out in what the present state of facts differs from that formerly held up to the public view; for, as I propose to follow Mr. Stewart through all the windings he has successively taken, and to trace him step by step, I shall hereafter have occasion to do this at large; I shall, therefore, immediately enter

enter upon the discussion of the several inferences which he has stated, as resulting from his own statement of facts.

THE first set of inferences which he has thought proper to class together, are those which, according to his doctrine, naturally and necessarily arise from my conduct previous to my having discovered the mistake under which the demand was made, and which establish, in his opinion, the certainty of guilt. To these, as far as they introduce any matter not already refuted in my former reply, or as they vary essentially the argument originally stated by Mr. Stewart in his Narrative, I shall give a particular answer; and if I do not take minute notice of every distinct and separate inference, it is because much of what is now written is only repetition of what has been already answered; and to the former Answer I must, as to so much, refer, to avoid that length into which the present publication would otherwise run.

THE first fact on which Mr. Stewart relies, in support of his accusation, is that which arises from the books he supposes me to have kept; and he argues as follows, to shew that they preclude the possibility of mistake:—"To
 " say that a person, who kept regular books, made a de-
 " mand for a large sum not truly due to him, and, though
 " put on his guard, persisted in it; and to say, at the same
 " time, that he had no fraudulent intent, is an absolute
 " contradiction in terms. Mr. Fraser insinuates, that
 " people in India are loose in their dealings, and sel-
 " dom keep regular books; but he has not given himself
 " as an instance. His books were complete. He has
 " not ventured to assert that he ever advanced a sum of
 " money to Colonel Hannay, without entering it in his
 " books.

" books. He must therefore have known, that if he had
 " any claim upon the note, it would appear, on a refer-
 " ence to the head of Alexander Hannay, in his ledger.
 " Every time he balanced his books, the 10,000 rupees,
 " if really due from Colonel Hannay, must have stared him
 " in the face. He confesses it did not occur to him at
 " those balancings, and therefore, as a merchant, when the
 " note was discovered, in place of taking it for granted
 " that it was owing, he must have concluded, that it
 " could not be due, independent of the balance of the ac-
 " count current. It appears from the general account
 " current between the Colonel and Mr. Frazer, from Sep-
 " tember 1773 to 30th April 1781, that the total sum
 " at Colonel Hannay's debit, interest included, was cur-
 " rent rupees 21,893. 9. 7. or £. 2,189. 7s. sterling.
 " I leave it with any man, conversant in keeping mer-
 " chants books, to say, whether it is possible that a per-
 " son of Mr. Frazer's accuracy could, in the liquidation
 " of such an account, make a mistake of £. 1,602. 8s.
 " sterling, which was the principal in the note, with
 " interest at £. 10 *per Cent.* When Mr. Ramsay Han-
 " nay put the question, What was the precise sum
 " Mr. Frazer had to demand? I am in the judgment of
 " every merchant, if it might not have been answered in
 " five minutes, with certainty, from Mr. Frazer's ledger.
 " It was perfectly immaterial whether he looked at the
 " note of hand or not. If that note constituted any claim,
 " it must have appeared by the ledger *."

In answer to the above observations, it becomes neces-
 sary, first, to state that I never was brought up to business
 of any sort in a merchant's compting-house in London (as

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Mr. Stewart in another part asserts) or any where else in Europe. I went to India at an early period of my life, with no other knowledge of mercantile matters than the common academic theory of accounts; so that any thing I ever knew of the practice of business I acquired there. I resided in that country about seventeen years, mostly in the interior parts, and my dealings were chiefly with the natives. My accounts in general were therefore kept by native writers, in the Persian, Nagree, and Bengal dialects. Every man who has been any time in India knows, that an uncommon confidence is almost universally placed in these people by their employers, who often take matters of the greatest moment upon their report, without being at the trouble of examining with their own eyes.

But it is material to observe, that Mr. Stewart uniformly reasons upon the general principles and practice of doing business in England; yet nothing can be more dissimilar than the English and Indian methods. A merchant here has regular books, kept by regular clerks, in a language which every man understands. The bankers books are also considerable checks; a man seldom advances any money to another without a regular note or other instrument. Every sum above a few guineas is paid in bank notes or bankers drafts; and where payment is demanded, the bill of exchange or note of hand is invariably carried by the person making the demand.

BUT in India the mode is very different, especially up the country, where native writers, indispensably necessary to be employed, keep their accounts, in languages which few Europeans understand so well as to read them with facility.

cility. Large sums often pass from hand to hand, without any acknowledgment at all, if the repayment is expected within any reasonable time; and very often the only acknowledgment given is by a *chit*, written upon any piece of common paper that happens to be in the way. These often, without being entered in any book, are delivered to the Banyan or Gomastah, who has the care of the cash transactions, the person to whom it is made payable hardly looking at it, perhaps: the Banyan or Gomastah, if there be no stated term of payment, may perhaps call several times upon the Banyan of the grantee of the *chit*; according as the latter is in cash, he may pay it immediately, or he may promise to discharge it at a future day; and when paid it is almost always in silver rupees, which may require many porters to carry it. The whole is transacted between the respective native agents, who at stated periods render an account to their employers, the English gentlemen never carrying their *chits*, or bills, or bonds, to receive payment themselves, nor taking the trouble of counting bags of rupees, which indeed, from the great variety in the value of the different rupees, is almost a science of itself.

In regard to my English concerns, I trusted, like the generality of people where I resided, altogether to a *Cash Book* and an *Account-Current Book*; but I had no *Ledger* or *Journal*, nor any other book which might operate as checks to any accidental mistake; and even these two were as many as I could find time or attention to keep with any tolerable correctness, where I never had an opportunity of employing an European or native writer capable of me-

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thodizing or keeping a set of books in the European manner.

A CASH-BOOK never can shew the balance for or against a man in his account current with any other person; and as my monthly transactions, from having a large handling of cash, amounted often to very considerable sums, it was impossible for me, at any given time, to ascertain at a view, whether I was a thousand pounds richer or poorer, nor did I feel the ascertaining of it an object of any particular consequence. A general balance can never be struck from an account-current book; the accounts in my account-current book were generally kept open till a final close of the transactions with the respective parties, to save the trouble of making entries of partial accounts; which, as often as necessary, I could easily extract from the general accounts, of which the partial account of the Elephant disbursements, extracted from Colonel Hannay's general account, is an example.

IN case, however, of any mistake or omission in my English books, I could have recourse to the books kept in the country languages; in which I made it a general rule to have all my cash and other transactions entered. Yet this necessity of keeping books in different languages, it is easy to conceive, may sometimes be productive of mistakes; especially where a man is concerned in extensive trade, and is obliged to employ Gomastahs, or agents, in different parts, and to be himself much from home. A sum of money is lent, perhaps, at one place, and the Banyan, or person in charge of the cash transactions there, enters it in the country books: The person to whom it is lent,

lent, removes perhaps to another place, and afterwards pays the sum borrowed to your Gomastah at that place. You are advised that it is repaid when you are from home; you make some memorandum of it perhaps, or you trust to your memory, and when you return to your residence, you may forget to give information of it; no credit, of course, appears to be given for it in your country books, and the matter is never thought of or discovered, perhaps, till some difference appears between your statement and the accounts of your friend or correspondents.

It was precisely a mistake of this nature which prevented the man in charge of my cash transactions from discovering that the sum advanced to the Hill Rajah, on account of Colonel Hannay, had been repaid. The sum lent had been entered in the country books by his predecessor. It had been repaid to a distant Gomastah of mine before the year 1776, from whom it came directly into my English cash book; but by some inattention the proper entry in the country books was omitted. Upon the discovery, therefore, of the note for 10,120. 8. 6, and the information of the Banyan that no credit had been given in his books for the repayment of this advance to the Hill Rajah, I concluded that the note had been granted on that account; and my book-keeper, having commenced his search in my English cash book no earlier than the 13th October, 1776, the date of the note in question, consequently reported that he could no where find that this note had been paid or satisfied.

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THE next ground on which Mr. Stewart thinks proper to attack me, is my conduct subsequent to what he falsely terms the accusation being made. And he reasons thus :—“ The conduct of a person after being accused, is, “ with propriety, allowed to enter the scale of evidence, “ and has often great weight : if he avoids trial, and, in “ some cases, if he does not demand it, he is pronounced “ guilty. What course did Mr. Frazer follow, when “ charged with an attempt to defraud Colonel Hannay’s “ executors? The charge was stated in the most pointed “ terms in the executors’ letters. It was again stated in “ the letters of the solicitors. Mr. Frazer himself says, “ their literal meaning conveyed a very unpleasing imputation. The matter was, indeed, no secret in Calcutta. “ He remained till the beginning of the following year. “ Did he desire an investigation? Did he attempt to clear “ his character to any one person, by producing his books, “ or by the declaration of his servants? His pretence, or “ apology, for not bringing an action against me, now, is, “ that his witnesses are in India. Where were his witnesses for the nine months he and I resided in Bengal, “ subsequent to April 1783, when I, for one, certainly did “ not conceal my opinion of him, and when he found his “ society shunned? What was his conduct after arriving “ in England? At St. Helena, on his passage, he says truly, “ he was informed that I had acquainted Colonel Harper “ of the business, and spoke of him with that freedom I “ have always done since the transaction in question *.”

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To the general proposition, stated by Mr. Stewart in the above extract, that the conduct of any person, after he is accused, ought to be of weight in the scale of evidence, I readily assent. If therefore, after having been accused, I had avoided all enquiry and examination of the subject, nay, if I had not shewn myself desirous of it, the presumption might have been urged against me. But in what instance have I been accused, except by Mr. Stewart himself? And what is it that entitles him to ask, "*What course did Mr. Fraser follow, when charged with an attempt to defraud Colonel Hannay's executors?*" nay, to go the length of asserting, "*that the charge was stated in the most pointed terms in the executors' letters, and in the letter of the solicitors.*" For the refutation of this false and scandalous aspersions, I have only to refer to the letters in question, as published by the very person who now dares to hazard such an infamous falsehood. I defy him to produce a single expression that amounts to a charge of fraud, in the papers to which he refers. That the information given was insufficient;—that the executors demurred to the payment of the note, because they had doubts of its being due;—that they ultimately demanded the return of it, alledging that it had been discharged—I admit;—but where are the *most pointed terms* in which the *charge of fraud* is made? That I felt these letters to convey an unpleasing imputation, I have already avowed; but the difference is wide indeed between that construction, which a man of honour and sensibility will himself put upon letters, alledging doubts of a demand made by him being still due, and afterwards asserting that the persons writing such letters are satisfied
their

THE next ground on which Mr. Stewart thinks proper to attack me, is my conduct subsequent to what he falsely terms the accusation being made. And he reasons thus:—"The conduct of a person after being accused, is, " with propriety, allowed to enter the scale of evidence, " and has often great weight: if he avoids trial, and, in " some cases, if he does not demand it, he is pronounced " guilty. What course did Mr. Frazer follow, when " charged with an attempt to defraud Colonel Hannay's " executors? The charge was stated in the most pointed " terms in the executors' letters. It was again stated in " the letters of the solicitors. Mr. Frazer himself says, " their literal meaning conveyed a very unpleasing imputation. The matter was, indeed, no secret in Calcutta. " He remained till the beginning of the following year. " Did he desire an investigation? Did he attempt to clear " his character to any one person, by producing his books, " or by the declaration of his servants? His pretence, or " apology, for not bringing an action against me, now, is, " that his witnesses are in India. Where were his witnesses for the nine months he and I resided in Bengal, " subsequent to April 1783, when I, for one, certainly did " not conceal my opinion of him, and when he found his " society shunned? What was his conduct after arriving " in England? At St. Helena, on his passage, he says truly, " he was informed that I had acquainted Colonel Harper " of the business, and spoke of him with that freedom I " have always done since the transaction in question *."

To

* Reply, p. 20.

To the general proposition, stated by Mr. Stewart in the above extract, that the conduct of any person, after he is accused, ought to be of weight in the scale of evidence, I readily assent. If therefore, after having been accused, I had avoided all enquiry and examination of the subject, nay, if I had not shewn myself desirous of it, the presumption might have been urged against me. But in what instance have I been accused, except by Mr. Stewart himself? And what is it that entitles him to ask, "*What course did Mr. Fraser follow, when charged with an attempt to defraud Colonel Hannay's executors?*" nay, to go the length of asserting, "*that the charge was stated in the most pointed terms in the executors' letters, and in the letter of the solicitors.*" For the refutation of this false and scandalous aspersions, I have only to refer to the letters in question, as published by the very person who now dares to hazard such an infamous falsehood. I defy him to produce a single expression that amounts to a charge of fraud, in the papers to which he refers. That the information given was insufficient;—that the executors demurred to the payment of the note, because they had doubts of its being due;—that they ultimately demanded the return of it, alledging that it had been discharged—I admit;—but where are the *most pointed terms* in which the *charge of fraud* is made? That I felt these letters to convey an unpleasing imputation, I have already avowed; but the difference is wide indeed between that construction, which a man of honour and sensibility will himself put upon letters, alledging doubts of a demand made by him being still due, and afterwards asserting that the persons writing such letters are satisfied
their

their own doubts are not groundless, and a direct, positive, and explicit *charge of fraud* contained in the letters themselves, and stated in *most pointed terms*. The executors of Colonel Hannay might have doubts that the note was due; they might be satisfied that it was paid; but in what manner is this so absolutely inconsistent with a belief of my innocence in making the demand, as to amount to a *charge of fraud* made in the *most pointed terms*? That they might entertain doubts from various causes, in no manner arising from a belief so injurious to me as that I knew the demand to be satisfied, every one must allow. But if they had made such a charge; if they had in pointed terms avowed such a belief, and I had avoided, nay, if I had not courted an investigation of the subject; then indeed, as I have before observed, the presumption might have been unfavourable to me, and I should have stood suspected in the opinion of every rational man.

IN pointing out the falsehood of this base and infamous assertion, I do not however wish to have it supposed that nothing short of a charge of fraud, made in the most pointed terms, could render it incumbent upon me to desire an investigation of my conduct: on the contrary, I now feel, and I felt at the time, that though no such charge had been made, an investigation was necessary, to my own honour and to my peace of mind, and that I was bound to point out to the executors in what manner the mistake had arisen. The question would therefore have been properly put by Mr. Stewart, "*Did Mr. Fraser desire an investigation?*" supposing the fact to be, that I had neglected to do it, and had silently and quietly given up the note, without
ever

ever attempting to shew how it had happened that I made the demand. The question therefore arises upon the fact; and if it should be found against me, I shall stand self-condemned. On the other hand, if I did desire such an investigation; if I produced my books to the executors at the time of the transaction—on the spot, where any further explanation that might be required could be given—and my accuser has, notwithstanding, ventured to assert that I am guilty, because I desired no investigation—in what light must he appear as an accuser before the public?

“ Did I desire an investigation? Did I attempt to clear my character to any one person, by producing my books?”

These are the words of Mr. Stewart; such are the questions he puts. To whom shall I refer him for an answer? To my authority he might perhaps object, but with his own, I trust, he will be satisfied. In answer, therefore, to these extraordinary questions, I shall only quote, from the same publication in which they occur, the following passage:—“ He went instantly to the
“ house of Mr. Ramsay Hannay, and, under much ap-
“ parent embarrassment, acknowledged the fact, attempt-
“ ing, at the same time, to excuse himself, and to explain
“ how he had been under a mistake, by reference to a Book
“ OF ACCOUNTS he had with him, together with the
“ note, but in a way which Mr. Hannay could not compre-
“ hend *.”

AND now, having answered Mr. Stewart with his own words, I confess I am at a loss what comment to make. To suppose so gross and glaring a contradiction—such an attempt to fasten the charge of fraud on me, on the ground
of

* Reply, p. 13.

of that being omitted, which he had before himself expressly declared me to have done—such a clumsy combination of folly and falsehood—I may venture to assert, will rarely be found in any composition that bears the general appearances of reason. And yet this is the man whose formidable powers of reasoning are to convict me on the ground of my own answer! and who upbraids me with repugnant assertions and inconsistent arguments!

THE fact being then admitted, that I produced my books to Mr. Hannay, I feel myself entitled to ask, To whom could they have been more properly shewn? Let any gentleman place himself in my situation, and say what other conduct he could have pursued on a similar occasion. To have with-held my books, would, on the principles laid down by my accuser, have afforded just cause for suspecting me of fraud; and I could only have wilfully with-held them from a consciousness that the production would prove the suspicion to be true: but, on the other hand, I leave him to account how the production of them to Mr. Hannay can be reconciled with any consciousness that they contained the evidence of my supposed guilt?—With respect to the assertion, that Mr. Hannay could not comprehend the manner in which I attempted to explain the mistake—I have only to say, in answer, that, so far from this being the fact, he declined to receive any explanation whatever; and, on my reproaching him that it was uncandid in the executors not to have acquainted me with the mistake when they had discovered it, he replied, It was my business to find out my own mistakes.

THUS

THUS far then will my conduct stand the test of those very principles which my accuser has himself thrown out as the standard by which it ought to be tried; and if, in the first instance, I myself solicited an investigation, in what subsequent state of this business have I declined it?

THAT Mr. Stewart charged me with an attempt to defraud the executors of Colonel Hannay, is undoubtedly true; it is equally true, that he stated the charge in the most pointed terms—but did I shun investigation? did I decline enquiry?—Here again Mr. Stewart shall answer—

“ I cannot decline so fair a proposal as you make; and I shall endeavour to prevail on three of my friends to meet three of yours, to investigate this matter as soon as possible*.”—What was the proposal Mr. Stewart admits to have been so fair? It is only necessary to refer, for the answer, to that correspondence which Mr. Stewart could not be expected to publish in his present work, and has therefore wisely omitted, I mean, that which took place subsequent to his having made the charge at the Bengal Society, and previous to the award. Mr. Stewart having declined to meet me in the field, alledging that he could support the charge by the testimony of several individuals, as well as by a reference to my correspondence and accounts on the spot and forthcoming, I immediately wrote him, in reply, “ I request you will acquaint me what facts you did communicate to the Bengal Society, that you are now so ready to support by a reference to original papers on the spot. I am ready, in the first instance, to meet you on this ground; and if you will refer the investigation to three impartial gentlemen on your part, name them, and I

* Appendix to Answer, A. iii.

"will appoint the like number on mine, to meet them
 "for the purpose; but it must be done immediately *."

THIS was the proposal which Mr. Stewart admits to have been too fair to decline; and yet now does he stand forward before the public to accuse me of having shrunk from an investigation of the charge, and of having betrayed a consciousness of guilt, in not demanding an enquiry!

BUT I will go further—and, having proved that my conduct has been strictly conformable to those principles by which he seeks to condemn it, let me examine how far his own will stand a similar test.

IF the conduct of the accused is to enter the scale of evidence, and to have weight in ascertaining his motives in the transaction imputed as criminal; the conduct of the accuser must surely be placed in the opposite scale, and weigh equally as to his motives in having preferred the charge. The man of honor, who can estimate the worth of character, and the value of friends, is incapable of preferring a false and malicious accusation; but when he feels himself impelled, by a painful duty, to prefer a righteous charge, he will never refuse to give proper notice of it to the person whom he has accused—he will never turn his back upon enquiry—he will never shrink from the tribunal before whom it is to be tried.

BUT in what manner did Mr. Stewart act? When I called upon him to acquaint me with the facts he had, in my absence, stated to others;—this was his answer:—
 "The facts I allude to will come forth very fully in the
 "course of the investigation, on which I am now ready to
 "enter."

* Appendix to Answer, A, ii.

“enter*.” Such was the account I received, and the only one I could obtain from him, of a charge of the most injurious nature, against which I was to be called upon to set up a defence. Nor is this all: When he attempted to leave this country, the day before the meeting of the arbitrators, and I prevented him, by insisting he should not quit it until the business was settled; informing him, at the same time, “that his presence was indispensably necessary at the meeting of the arbitrators†,” he wrote me the following answer:—“I have yours of this date; in reply to which, I shall, for the present, confine myself to object-
 ing to either of us being present at the meeting of the gentlemen to-morrow: Such questions as you have to ask, can be put by any of your friends‡.”—And now let me appeal to every man of honor, in what light such conduct ought to be viewed. On what principle of justice can it be argued, that, while a charge of fraud was investigating against me, depending upon circumstances of which the accuser had refused to give me any account, I was not to be suffered to be present to defend myself, and to explain my own conduct in the respects in which it was impeached? In what other instance does it happen, that a man is thus to be tried in his absence, and upon an unknown charge? If Mr. Stewart was conscious that his accusation was well founded, why did he decline to furnish me with it before the arbitrators met? Why was he afraid to face me in their presence? Why positively object to either of us being present at the meeting? Was this the conduct of a man of ho-

* Appendix to Answer, A. iv.

† Appendix to Answer, A. vi.

‡ Appendix to Answer, A. vi.

nor, preferring a conscientious charge, or of a false and cowardly assassin, trusting to darkness for the success of his base attack?—I forbear, at present, to go into the history of the award itself, because I shall, in another part of this work, have occasion to observe upon it: but at present I shall rest satisfied with the contrast I have here presented, between the conduct of Mr. Stewart and my own, leaving it to the world to determine, upon his own principles, whether I have shewn a consciousness of guilt, or whether he has betrayed the feelings of a false and malicious accuser.

BUT these curious interrogatories, on which Mr. Stewart desires to examine me, are not yet at an end; for he proceeds:—“ His pretence or apology for not bringing an action against me *now* is, that his witnesses are in India. Where were his witnesses for the nine months he and I resided in Bengal, subsequent to April 1783, when I, for one, certainly did not conceal my opinion of him, and when he found his society shunned? What was his conduct after his arriving in England? At St. Helena, on his passage, he says truly, he was informed that I had acquainted Colonel Harper of the business, and spoke of him with that freedom I have always done since the transaction in question. Did he call upon me for an explanation, during the six months which preceded the affair of the Bengal Society*?”

IN answer to the above questions, as far as they relate to my conduct in Bengal, in not having brought an action against Mr. Stewart for not having concealed his opinion of me; What does he mean by this shuffling and ambiguous phrase? Let him stand forward and speak

Speak out? Let him assert, if he dare, that he ever charged me with a fraud, and that I was informed of such a charge being made. When he proves this, his question will be well put; but till then I shall treat it with the contempt it deserves. That he may have talked of me in my absence, and to his own associates, in false, and scandalous, and malignant terms, I know him too well to doubt, at the present day; but that I was ever informed of his having made any charge, of the nature he has since brought, while I remained in India, I solemnly deny; nor will he venture to assert he did, and that such charge was communicated to me. Even the phrase that he makes use of proves him to know the contrary; and when he talks of *not having concealed his opinion of me*, without stating what opinion he *disclosed*—when—where—to whom—he cannot be understood to allude to any thing in the shape of a specific charge openly and publicly made.

How far it is true, what he next asserts, that I found my society shunned, will be most correctly ascertained by the letters published in the Appendix to my Answer, and to which I shall beg leave to refer, as the most complete answer to this infamous falsehood.

AND what occurs immediately after is equally untrue; namely, “that I have said that at St. Helena I was informed that he had acquainted Colonel Harper of the business*.” The passage on which he grounds the assertion is to be found in the Answer, p. 152, and is as follows:—
 “On his way home to England, within a year after the last arbitration, Mr. Stewart met Colonel Harper at St. Helena, and there he conveyed to him, by indirect
 † “whispers,

* Reply, page 20.

“ whispers, that I had received by the award 40,000 ru-
 “ pees on his account. This information he afterwards
 “ gave in person. When I afterwards taxed him with this
 “ malicious violation of the truth, he endeavoured to get
 “ rid of it by another falsehood, viz. that Colonel Harper
 “ had mistaken him; for that he meant I had received
 “ 40,000 rupees on account of both Colonel Harper’s and
 “ Captain Burton’s estate: and when beat out of that
 “ excuse, by being told that the whole sum awarded on
 “ account of both the parties was only current rupees
 “ 25,195. 10. 2. he had recourse to another subterfuge,
 “ namely, that he had no notes, and spoke the truth to
 “ the best of his recollection. It is impossible, however,
 “ that he could have forgotten the real sum, when the
 “ active part he took on both arbitrations is considered,
 “ and that he himself was a party thereto*.”

From the above extract it is clear that I never said, or
 meant to say, that Mr. Stewart had informed Colonel
 Harper, at St. Helena, of the charge he has since made
 against me in England, but that he gave him other
 information, which, though equally false, was entirely
 of a different nature. Yet this, for Mr. Stewart’s pur-
 pose, is confidently stated as a declaration by me, that he
 had made the same accusation against me to Colonel Har-
 per at St. Helena; and he ventures to infer from it, that
 I am guilty, because I never took notice of the charge.
 Can there be a more gross and palpable misrepresenta-
 tion?

* Answer, p. 152.

IN the next place, Mr. Stewart attempts to shew, that, granting the truth of all I have said, still I am convicted of duplicity and falsehood. This, at any rate, is flying from the charge of fraud; and the difference is immense indeed between stating that which may not be strictly correct, to recover a demand believed to be justly due, and the demanding, as due, a sum known to have been paid. If, therefore, he could succeed in establishing that I stated certain circumstances as having occurred, with respect to the note, which did not happen, in order to assist that payment of it to which I conceived myself entitled, though I will not pretend to say, if I had done this wilfully, and with a consciousness that no such circumstances had happened, that such conduct would not be censurable, yet it would be of a nature widely different from that which he imputes to me. For though to alledge circumstances which have no existence, is in itself improper, even in support of a just demand, yet the impropriety is considerably diminished from what it would be if the demand were known to be unjust. But I shall shew, that though the letter in question is certainly not written as correctly as it ought to have been, and may afford some ground for cavil, to a mind disposed to put a malignant construction upon every loose and unguarded expression, yet it is not of the nature Mr. Stewart would represent, nor does it afford the slightest reason to suppose that, at the time I wrote it, I knew the contents to be false.

THE question put to me by Mr. Hannay was, On what occasion was the note granted? To this I answered, "I

" have

“ have no demand on your late brother but what is con-
 “ stituted by his promisory note, and the small balance of
 “ the open account ; both originated from money advanced
 “ solely to accommodate his convenience, as often thank-
 “ fully acknowledged by Colonel Hannay*.” Now the
 first circumstance pointed out to prove the supposed false-
 hood, is, “ that a note thrown by and forgotten, could not
 “ be often acknowledged by Colonel Hannay.” But this ar-
 gument is grounded upon a palpable misrepresentation ; for,
 according to Mr. Stewart’s statement, it would appear as if
 I had expressly said the note was often acknowledged by
 Colonel Hannay. But I have made use of no such words,
 nor of any that warrant such construction. What was
 thankfully acknowledged by Colonel Hannay ? The an-
 swer is, and I quote the very words made use of, “ Mo-
 “ ney advanced to accommodate his convenience.” I was
 not speaking of the note separately, but of the account
 likewise, and, in fact, of the whole amount of dealing be-
 twixt Colonel Hannay and myself ; and all I meant to say
 was, and no man of common candour can affix a different
 meaning to my words, I often advanced money to Colonel
 Hannay, for which he often thanked me, and this note
 and the balance of the account originated in this way.
 In fact, as I have already stated, I had very frequently ad-
 vanced him considerable sums, at a time when, from the
 embarrassment of his circumstances, he felt it as an obliga-
 tion, and expressed himself accordingly. The acknowledg-
 ment is not, therefore, applied by me specifically to the note,
 as Mr. Stewart misrepresents it to be, and consequent-
 ly the supposed falsehood vanishes with the foundation on
 which it was built.

BUT

* Answer, p. 63.

BUT it may be said, I meant to convey the idea to the executors, that Colonel Hannay had often acknowledged the note to be due, though I have not said so in express terms. I admit that I did, because at the time I considered it as part of a general debt, which he had frequently promised to pay, whatever it might be, on the final liquidation of the transactions betwixt us. But surely this differs materially from asserting that the particular note itself had been distinctly recognized, and payment of it promised, as a particular and separate transaction. The same argument applies to the conversation with Mr. Hannay.

MR. STEWART next says, "I could not have deliberated whether to involve it in the account current;" neither could "difficulties about interest have occurred*." Undoubtedly I could not, in the case of this specific note, as the sole object of my deliberation; but having had, during many years, a debt varying from time to time, as sums were lent to, and repaid by Colonel Hannay, which were not carried into the general account, I might and did deliberate whether to involve them in the account current, and I might have, and had, as it plainly appears, difficulties about interest. Is it then to be wondered at, that, in the midst of numerous and important concerns, I should for once have confounded different transactions together, and applied circumstances to one, which might have originally belonged to another? I certainly wrote from the general impression upon my memory, which various transactions had left; and, having had difficulties about involving many securities in the general account, and about the charge of interest, I spoke under such impression when I

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described

* Reply, p. 27.

described this particular security as having been under such circumstances ; a mistake into which any man, in my situation, might have been equally led.

BUT Mr. Stewart further asserts, " that I could not have
" frequently signified a wish to be reimbursed money which
" I had forgot to be due ; nor could Colonel Hannay have
" suggested different modes of liquidating the debt*."

This reasoning is also grounded on the fallacy I have before exposed and refuted, namely, that those expressions in my letter are coupled with and confined to the note, whereas they relate to a series of transactions, of which the note was only one. If I had never advanced any other sum of money to Colonel Hannay ; if we had never had any other dealings together ; if other securities of the same sort had not been given ; if no letters, relative to a liquidation of a debt, could have passed betwixt Colonel Hannay and myself, that did not expressly and exclusively relate to this note, then Mr. Stewart's reasoning would undoubtedly be just. But I had lent many sums of money to Colonel Hannay ; I had received many securities from him ; I had often signified a wish to be reimbursed sums of money ; Colonel Hannay had often suggested modes of liquidating the general debt ; and when, therefore, I discovered the particular security, and conceived it to have been part of that general debt, I certainly was not wrong in writing what I did ; nor is it in any manner inconsistent with the account of the transaction, as I have since published it, or according to what was the belief of my mind on the occasion.

THE

* Reply, p. 27.

THE next argument, on which reliance is placed in support of the present point, is the letter written by me to Messrs. Starks; and it affords a fresh instance of the gross perversion and misrepresentation made use of by Mr. Stewart throughout the whole of his Reply. He quotes the following passage from the letter in question:—" I assure you, upon my word, gentlemen, as I am ready to confirm upon my oath, that I am not conscious of any ground in the world on which such a suspicion can be founded." On this Mr. Stewart observes, " Here is an offer to swear positively that a note was due; which note he had never looked into*."

THE letter from which the passage is quoted, that gives rise to the above observation, was written in answer to one I had received from Messrs. Starks, attornies to the executors, intimating that they were of opinion the note had been discharged in the life-time of Colonel Hannay. But it is material to observe, that this letter specified no fact, alledged no reason for such opinion, on the part of the executors; nor, of course, could I gather from the letter that any such actually existed: on the contrary, I could only understand it as a mere opinion, without any particular foundation; inasmuch as I could not have supposed, if they had possessed any such information, that they would have with-held it from me. As no particular fact, therefore, was stated as the ground of their opinion, I saw no reason to alter my own; and, being before convinced that the note had not been paid, that conviction could not vanish without any evidence having been produced to the contrary. In this situation I wrote to the Messrs. Starks,

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that

* Reply, p. 28.

that I was not conscious of any ground on which the executors could found their suspicion, adding, that I was ready to confirm this on oath ; and on this, and this only, Mr. Stewart dares to assert, that I offered to swear positively that the note was due. Is it possible that such a glaring and malicious perversion can be endured, by any man who may attend to this controversy with a disposition to form an impartial opinion ? Let me request of every such person to bestow attention upon this point, to investigate it accurately, and, as he may be satisfied, upon the result, that Mr. Stewart has basely perverted the plain and obvious meaning of a declaration, which no man of common sense can misunderstand, in order to fix upon me an imputation of an odious nature—or, that I have charged him falsely in this respect—as one or other of these positions may appear to be the truth, so let us respectively be judged of in the result.

AND the question may be brought to a speedy decision. Let any person suppose himself to have found a note of an ancient date, in looking over his papers, purporting to be granted by another, with whom, when living, he had carried on extensive money transactions ; not recollecting the particular circumstances under which the note was given, he directs his clerk to search his books to see if it is paid : this is accordingly done, and no traces of the payment appear ; he is induced to believe it granted on a particular occasion, and the result of the search made shews nothing to the contrary ; he demands payment of the executors of the deceased ; they express a reluctance to pay the note ; they require information ; they express themselves dissatisfied with it when
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given ;

given; a correspondence continues for some time, during which they cannot assign any particular fact as a reason for supposing the note to have been paid: at length, however, they demand, by their attornies, the note to be delivered up, intimating, in express terms, their belief that it had been discharged in the life-time of the deceased—how, under these circumstances, would any man of honour, who had made the demand of payment, act? Confident of his own innocence, he would naturally say, “I have demanded payment of a note, which you now tell me you have reason to suspect has been already discharged. If this opinion be well founded, a reflexion, injurious to my character, may arise. But to obviate this, I am ready to swear that I am not conscious you have any ground for the suspicion. It may exist; you may have discovered facts unknown to me; they may prove the note to have been discharged: if you have discovered any such, tell me, and I will immediately give up the note; but in the mean time, for your satisfaction, for the sake of my own honour, I am ready to swear I am not conscious that such facts exist.” Whether this would not be the conduct of a man of honour and integrity, I put it confidently to all such to pronounce. But here such a man would stop. Having received a letter, intimating suspicions of the fact of payment, or alledging reasons to believe it to be so, and not being possessed of any direct and positive evidence to prove the contrary to his own conviction, he would not offer to swear positively to the non-payment of the note, however strong his own belief on the subject might be. But in what light would he consider any man who should afterwards

afterwards accuse him of having offered to swear positively that the note had never been paid, and who, to prove the accusation, should bring forward his offer to swear, that he was not conscious of any ground on which a suspicion could be entertained to the contrary? To such a man, would he not say, “You are a base calumniator! you are a false and “audacious libeller? But fortunately for those, whom your “malignity impels you to attack, your folly is equal to “your wickedness, and the one operates as an antidote to “the other. A judicious public cannot be misled by such “a glaring misrepresentation, as that an offer to swear to “the want of consciousness of the existence of circum- “stances, which, though unknown, may exist, is an offer “to swear positively to the truth of the fact which those “circumstances, if existing, must of necessity disprove. “While, therefore, there is common sense in the world, “such a malicious fallacy cannot succeed; and while there “is common honesty, reproach and detestation will be the “lot of him who could attempt it.”

THIS I assert is the manner in which every fair and up-
right man would act, on a similar occasion; and it will
be found, on referring to my letter, it was the line of
conduct I strictly pursued. I offered to swear that I was
not conscious of any ground on which the executors of
Colonel Hannay could found a suspicion that the note was
paid—I stated my own belief and conviction to the con-
trary—but I added, “If the executors think they have
“any just grounds to suppose the contrary, I will be most
“ready to give satisfaction in every reasonable point; and if
“they have any proof, I will, they may be assured, be ready

“not only to give up the note, but render any recompence
 “suitable to the occasion. After this declaration, I think
 “it will be candid to tell me what is meant or alluded to*.”

And yet, on the ground of such conduct, am I represented
 as having offered positively to swear to what, as it now
 appears, must have proved to be false in the event, name-
 ly, that the note was not paid. Nor does Mr. Stewart stop
 here; in his rage to criminate, he proceeds still further—
 and, quoting the following passage from the same letter—

“I am positively clear I never charged this note to Colo-
 “nel Hannay’s account, nor ever received value for it,”
 he adds, “and he offers to confirm this by his oath†.”

This is a repetition of the falsehood I have before expos-
 ed, but, if possible, still more malignant, inasmuch as it
 will be found, on referring to the letter, that the offer is
 restricted to the mere non-consciousness of any ground for
 the suspicion of the executors. A note discovered and unpaid
 affords the presumption that it is due; if nothing operates
 to the contrary of this presumption, the most upright and
 scrupulous man would demand the payment of it; but
 before he could do this, he must be able to swear that he
 has no consciousness of its not being due—and he would
 therefore swear accordingly;—but however clear he might
 be in his own mind that he had never received value for
 it, he would not venture, without direct evidence, to deny
 positively, upon his oath, the payment, and more espe-
 cially when many years had elapsed from the date, and many
 other money transactions had passed betwixt himself and
 the person who had signed it; nor did I ever make any
 such offer. In the teeth therefore of the assertion, I af-
 firm

* Appendix to Narr. p. 14.

† Reply, p. 28.

firm it to be an infamous falshood ; and for the propriety of this contradiction, and the terms in which it is made, I refer myself to the feelings and to the judgment of every man of honour and of sense.

BUT this is not the first instance of such an attempt, though perhaps not carried to quite the same extent. On turning to the original Narrative, it will be found that the same idea is thrown out ; and when my Answer was written, I referred to it accordingly, declaring as follows :

“ If it can be believed that I made a solemn assurance of
 “ what I knew to be false, with an intent to defraud,
 “ whether I actually swore to it or not, is in my opinion a
 “ difference not worth contesting ; for the man who could
 “ go every length but the last, and then only stop from
 “ a dread of the consequence that might follow, must, in
 “ the judgment of every man of honour, be equally guilty
 “ as if he had gone further*.” This language I now repeat, and by this sentiment I abide. But a renewal of the same attempt, with circumstances of aggravated misrepresentation, has drawn my attention to it upon the present more particularly than upon the former occasion ; and whether the observations I have made do not prove it to be a malicious and base endeavour to establish a foul and wicked charge, it is more properly the province of others to pronounce.

THERE only remains one other circumstance to be observed upon, under the present head ; and this also will as clearly turn out to be a wilful misrepresentation. After having stated the supposed offer to swear that the note was due, Mr. Stewart proceeds thus : “ Nor is this all ; he
 has

* Answer, p. 95.

“ has the effrontery to tell us, that, upon the receipt of the
 “ letters from the Messieurs Starks, “ doubts suggested
 “ themselves to his mind ; he began to perceive there might
 “ be some mistake in the information he had from his
 “ book-keeper and banyan ;” yet he writes next day to
 “ these gentlemen, “ I am positively clear I never charged
 “ this note to Colonel Hannay’s account, nor ever re-
 “ ceived value for it.”—But why, in quoting this passage
 “ from my Answer, does Mr. Stewart stop short where
 “ he does ? The question will be answered by giving what
 immediately follows : “ But whether there might actually
 “ have been a mistake, or what was the nature of it, I
 “ could not possibly ascertain, till I should have an oppor-
 “ tunity, on my return to Calcutta, of examining my
 “ book-keeper and banyan, and inspecting my books my-
 “ self*.” If, therefore, I had gone to Calcutta ; if I had
 examined my book-keeper and banyan ; if I had actually
 inspected my books, and had afterwards written this let-
 ter, there might be room for the charge of effrontery
 which this modest accuser chuses to prefer against me :
 but the fact is directly the reverse, and as it is stated in
 the Answer, viz. that this letter was written from the
 country, and before I had been at Calcutta, to which
 place I only went on the Saturday following. This there-
 fore affords still another instance, in addition to the many
 already pointed out, of a quotation partially and unfairly
 made for the purpose of misrepresentation, which would
 be self-evident, had the whole been fairly cited ; and of

* Reply, page 28.

+ Answer, page 97.

the Public I may fairly ask, To whom does the charge of effrontery most properly belong?

* * * *

T H A T the story told of the advance to the Hill Rajah is incredible, is the next proposition Mr. Stewart ventures to maintain; and he begins with stating, “ It is “ impossible to believe that Mr. Frazer threw aside and “ forgot a security purposely taken *for the information* “ *of his heirs* *.” I believe every man, upon reading this passage, would be led to understand, that some obligatory deed or security, attended in the execution of it with all the numerous forms and solemnities of law, had been executed on this occasion; so that the existence of such a security, and the occasion of giving it, could not possibly have escaped from my memory. It is, therefore, necessary to inform the reader of what nature the security was, which is represented as being of such importance that I could not possibly forget it. “ If you approve, send me “ a *chit*, or something in the promisory way, acknowledging that you this day owe me so much money, that, “ should we walk off, our heirs may have no dispute †.” Such was the only security I required from Colonel Hannay, and which Mr. Stewart, from the above words, represents as “ *purposely taken for the information of my heirs*;” and, if I understand the argument he makes use of, it is, that the security being for the information of my heirs, it was impossible I could forget it. This argument, I own, sur-
passes

* Reply, p. 29.

† App. to Narrative, B. p. 2.

passes my comprehension ; nor can I conceive why a man is less likely to forget, in a number of years, a security taken for the information of his heirs, than a security taken for his own information, and to be recovered during his own life. Unless, therefore, Mr. Stewart can establish that men in general are more anxious for their heirs than for themselves, his observation cannot be entitled to the praise of extraordinary wisdom ! Yet on this supposed circumstance does he found the impossibility of my having forgot the security in question. But does the fact really warrant such a representation ? or can it be gravely urged that a chit, or something in the promisory way, in short, a mere memorandum of a debt, might not, in the midst of numerous and important mercantile concerns, be thrown aside for years, and be forgotten, and more especially in a case like the present, where it clearly appears I did not look to immediate or early payment, nay, when, according to the accusation, I was taking it as a security, more for the information of my heirs than to be made use of during my own life. I may go further, and assert, that the very application to Colonel Hannay to send me a chit, that is, a card or note, something in the promisory way, or, in other words, some scrap of paper by way of memorandum, acknowledging such a sum to be due, and this said to be for the benefit of my heirs—proves of how little consequence I considered the debt at this time ; and I appeal to every candid and impartial man, whether it is possible to have shewn more indifference about a debt than I manifested concerning this, by the sort of application I made to Colonel Hannay for an acknowledgment that so much money was due to me. So far therefore the argu-

ment is not very formidable in support of the supposed incredibility of the account I have given of the transaction in dispute ; on the contrary, I may with truth assert it is absurd and ridiculous.

Mr. Stewart next proceeds : “ It is not credible that, “ when the discovery of the note was announced by Mr. “ Frazer’s clerk, he did not eagerly examine it. There “ does not exist in nature, or at least in the mercantile “ world, a man possessed of the indifference he describes “ himself. It is directly opposite to his known character. “ The date of the note, which he admits was mentioned “ to him, must alone have brought the occasion of its “ being granted to his recollection. It is impossible to “ believe that he did not call for his ledger, to see how “ the account stood at the date *.”

THE former part of the above quotation admits of a very short reply ; namely, That the account I gave of the note to the executors, proves it impossible I could have examined it ; inasmuch as if I had examined, it was impossible I could have described it as I did. I shall not enlarge upon this at present, because I shall hereafter have occasion to go fully into the matter. At present it will be enough to say, that, in answer to the supposed incredibility, I oppose the actual fact. With respect to the insinuation, that such a degree of indifference is directly opposite to my known character—after the testimonials that character has received from persons of the first worth and consequence from India, who have known me intimately during a great number of years, I shall hardly stoop to take notice of any general insinuation to the contrary, which such a man as my present accuser may think it proper to throw out.

I HAVE already stated, that I did not keep any ledger ; and therefore, in contradiction to Mr. Stewart, he will, I hope, suffer me to deny the impossibility of believing that I did not call for that which I knew had no existence.

BUT Mr. Stewart, who, to take the account he gives of himself, was regularly bred to business, and who talks upon the subject of accounts with the affectation of understanding them thoroughly, has gained, as he conceives, a very considerable advantage in making the following remarks :—“ Mr. Frazer says, that the partial accounts, “ balanced and transmitted to Colonel Hannay in 1775 and “ 1776, were not copied into his account current book : “ if so, I wish he had condescended to inform us how he “ came to carry the balances so regularly and exactly from “ one account to another. For instance, the account sent “ the 30th April, 1776, begins thus :—“ 1775, April “ 30th, To balance of account current this date ;” and “ that sent the 9th October, 1776, begins,—“ 1776, “ April 30th, To balance of account this day ;” yet it “ seems no such balances appeared from his books or papers. Till he explains this satisfactorily, I say, it is “ impossible to believe that he was not possessed of the “ partial account of 1776, balanced by the sum in the “ note of hand as we now see it*.”

BUT in answer to the question put by Mr. Stewart, “ How “ I came to carry the balances from one account to another, “ if the partial accounts were not entered in my books ?” it is only necessary to re-state what I have already said upon this part of the case, to prove that, if, without any disposition to misrepresent, he had made use of his common sense,

* Reply, p. 29 and 30.

sense, he could not possibly have been at a loss to know—"I continued my account current with Colonel Hannay in the manner I commonly kept my other accounts current, all under one head, stated in my account current book in the manner of a ledger; and it was my practice to make out my accounts once every year, viz. on the 30th day of April, which was the common custom *." Now, to take the instance stated by Mr. Stewart, what difficulty could there be in carrying forward the balance of an account formerly delivered? He says, the account of the 30th April, 1776, begins with the balance of the 30th April, 1775; and that of the 9th October, 1776, with the balance of the 30th April in the same year. I should have thought it was too obvious to admit of a question being seriously put, how this could happen without my having kept copies of the former accounts. Though I had no copy of the account of the 30th April, 1775, yet, as the articles of which that account consisted were entered in my books, I could find out from them what the balance was, without the account itself. The account of 1775 being made out from the books, and the books remaining the same in 1776 as in 1775, it was as easy to know in 1776, as in 1775, what the balance of the account of 1775 amounted to at the annual period of my making out my accounts; and so as to the balance of the 30th April, 1776, with what the account of October begins. Yet it seems Mr. Stewart cannot comprehend this: I say it seems, for the fact is, that he will not; but I am confident that to every other person it must appear sufficiently plain.

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* Answer, p. 47.

THE next circumstance on which Mr. Stewart relies, to prove the supposed incredibility of the account I have given of the transaction, he states as follows :

“ SUPPOSING Mr. Frazer to have been so very careless
 “ as to have taken the whole upon the word and report of
 “ the book-keeper and banyan at the first discovery, is it
 “ credible that he did not, in the course of more than three
 “ weeks, while his correspondence with the executors
 “ lasted, and they were repeatedly intimating suspicion,
 “ examine the account current, and when their lawyers
 “ too threatened a prosecution ? Yet is Mr. Frazer obliged
 “ to stick to this, that he never looked into the note till the
 “ 12th of April; for if he did, but one day before, the
 “ charge against him is too strong to combat*.”

THE whole of this reasoning I have already fully answered; and, having shewn that it was impossible I could have described the note to the executors as I did, if I had been correctly acquainted with the words of it, it necessarily follows, that, however careless and inattentive my conduct in this respect may be deemed, I certainly had not examined the transaction sufficiently, during the course of my correspondence with the executors†. Besides, it is still more absurd and extravagant to maintain the supposed improbability of the story in this respect, when it is considered, that, on the application of the executors, I at once promised to send this account, which I am supposed to have critically examined, and which, if I had examined, I must have known, that, to put the executors in possession of

* Reply, p. 30.

† My correspondence with the executors lasted only three days and a half, or at most four days, viz. from 19th to 23d March. Answer, p. 95.

of it, would be completely to defeat my demand. If I meant to send the real account, it was impossible I could have examined it, comparing it correctly with the note. I state this on the ground that it cannot be supposed I meant to send a false account, though Mr. Stewart insinuates the contrary, because I shall, in the sequel, clearly shew that he has been obliged to evade the greatest part of the argument urged on this subject in my answer to his Narrative; and that, where he meets it in any respect, it is with the most frivolous and fallacious reasoning. With respect to what Mr. Stewart adds, in the same course of reasoning, in a subsequent part, as to the supposed improbability of the book-keeper having overlooked the terms of the note, it comes round to the general argument, on which Mr. Stewart places his whole reliance, namely, that I must have known for what the note was given; for whatever the book-keeper might know or discover, can only apply to the charge against me, as I must be supposed to have been acquainted therewith, and therefore falls within the reasoning I have already made use of, to shew that I could not be acquainted with the terms in which the note was drawn, or of its being paid, from the whole of my conduct throughout the transaction. If the book-keeper had discovered it to be paid, there is no reason why he should not have given me such information; and, on the other hand, if he had given me such information, no reason can possibly be assigned, consistent with a consciousness of guilt, for my having acted in the manner I did.

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BUT I now come to a more material part of Mr. Stewart's publication, than any that I have hitherto discussed; namely, the proposition he attempts to establish, that there is evidence the story told by me is false. Feeling that his inferences from facts, his misrepresentation of circumstances, the arguments made use of to shew that I was guilty of duplicity and falsehood, the attempt to prove the story incredible—feeling, I say, that it would not be altogether safe to trust his accusation on these grounds, he ventures, as he found himself compelled to do, much further, and undertakes absolutely to prove, by *direct evidence*, that the whole of what I have said is false. But, unless I deceive myself most grossly, I shall not find his arguments, in this respect, more difficult to answer than those to which I have already replied; and, without meaning to under-rate the abilities of the friend who has dressed his present work for the public eye, though I may complain that the replying to them has consumed my time, I cannot reproach him with having put me to any extraordinary trouble.

THIS direct evidence, by which Mr. Stewart pledges himself to prove that the story told is false, it would naturally occur to any person who understands the English language, must be some positive proof, consisting in absolute declarations or facts, in opposition to that presumptive evidence which results from the combination of circumstances. It would of course be expected, that some or all of the facts asserted by me should be contradicted by

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express declarations made by myself, at another time, or by other persons, to the contrary; for nothing short of this can be construed into direct evidence of falsehood; and for such evidence Mr. Stewart meant to prepare his readers; for, all the former part of his work having been employed to enforce what he deems the circumstantial proof, to establish facts, of which there is no positive evidence, by inference and argument; and having brought this labour to a close, he promises something more, and at last comes to that which is beyond all inference and argument, namely, direct evidence, or, in other words, positive proof. Of what nature this direct evidence really is, I shall now proceed to shew. It consists of several articles, and I shall examine them in their order.

“ 1st. It has been stated, that in March, 1783, Mr. Fraser attended Mr. Ramsay Hannay, to announce the nature and extent of the demand he had himself against Colonel Hannay’s estate; upon which occasion he delivered a copy of the last account current, and produced the note. This circumstance was stated in my Narrative. The passage is transcribed at length in Mr. Fraser’s Answer, and the circumstance is not denied. The fact is, that, from the note itself, he mentioned the sum to Mr. Hannay, who marked it down. In another part of the Answer, Mr. Fraser has asserted, however, “ that the first time he examined the note was upon the 12th of April;” and if he shall alledge, that this implies a denial of the circumstances mentioned in the Narrative, though he omitted to take notice of it in the proper place, I must appeal to Mr. Hannay. If he objects to
* “ that

“that testimony, I appeal to the common sense and under-
 “standing of my readers. It is admitted that Mr. Frazer,
 “after a delay of more than two months from his men-
 “tioning his claim generally, went to Mr. Hannay, pur-
 “posely to make his demand in form, and it is admitted
 “that he carried with him and delivered the account cur-
 “rent, upon which he claimed the balance of £. 31. 9 s.
 “Will it be believed that he neglected to carry the
 “voucher of the greater demand? If he shall nevertheless
 “deny the circumstance, I ask, whether a man of business
 “ever acted in the manner he describes himself to have
 “done? Is Mr. Frazer’s bare assertion to be credited, in
 “opposition to the testimony of a man of character, and
 “to all probability? But perhaps I shall be told I have
 “been beating the air; Mr. Frazer has not denied that he
 “saw the note, and held it in his hand: all he has said
 “is, he did not look at or examine it: he was loaded
 “with business, and preparing to sail for Europe. I be-
 “lieve Mr. Frazer capable of resorting to this subterfuge,
 “and am grossly deceived if he is not driven to it. I shall
 “therefore mention other circumstances*.”

AND, first, in answer to the fact so positively asserted,
 that from the note itself I mentioned the sum to Mr. Han-
 nay, I declare it to be absolutely false. I never had the
 note in my hand, from the time it was granted till the
 12th of April 1783, when I called for the man in
 charge of my cash transactions, in whose custody it
 had remained from the time of its discovery, to give it
 me. I had only a memorandum, in my clerk’s hand writ-

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ing.

* Reply, page 33.

ing, of the sum and date, which were written at the top of the note. It was this memorandum only which I held in my hand when I called upon Mr. Hannay; and that this was actually the case, is clearly proved by that gentleman's conduct and correspondence. For, had I produced the note itself, is it credible that Mr. Hannay, as a man of business, while he was expressing his surprize at the nature and magnitude of the demand, would not have expressed a wish to read it? Would it not have been easy and natural for him, to use Captain Stewart's own expressions, to have said, "Pray is that note in Colonel Hannay's own hand-writing? I wish to look at it?" As he was to consult the other executors, is it not to be presumed that he would have expressed a desire to take an exact copy of it, not only for their satisfaction, but to lead to an elucidation of a demand, which he had not expected, and was not disposed to admit? Yet, so far from taking any such copy, which was in a manner unavoidable, had the note been produced, in a day or two afterwards he wrote to me, to be informed how the demand upon it arose, and "*on what occasion it was granted.*" But the occasion was apparent upon the face of the note: it purported to be granted for the balance of a particular account. It is, therefore, perfectly clear, that Mr. Hannay was not acquainted with the contents of the note; but if I had had it in my hand, when he was surprised at a demand represented to be so totally unexpected, it is contrary to all probability that he should not have desired to look at it, and if he had looked at it, he could never have put the question, at a subsequent time,—On what occasion was it granted?

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THUS much with respect to the fact; and now as to the probability, to which Mr. Stewart appeals. After having observed *that I carried with me and delivered the account current*, on which I claimed the balance of £. 31. 9s. he asks, “*Will it be believed that I neglected to carry the voucher of the greater demand *?*” that is to say, having carried the voucher for the demand of £. 31. 9s. namely, the account, is it probable that I should neglect to carry the voucher for the greater demand of £. 1012, that is, the note? It is the first time, I confess, I ever knew that an account was a voucher. I have often heard of vouchers to prove an account, but hitherto I have never been led to consider them as one and the same, but as essentially different. If Mr. Hannay had been disposed to dispute the account, he would naturally have said, Here are certain charges for money expended; but where are the vouchers to prove it actually disbursed? I must then have produced them, the account not being settled and signed by Colonel Hannay. It is therefore a gross fallacy to argue, that, as I carried the voucher of the small demand, it is improbable I should neglect to carry that of the larger; for I deny that the account could be considered as a voucher. If I had carried vouchers in support of the account, and had not carried the note, but merely a memorandum of it, the argument would be well founded; but as it is, it is despicable sophistry, and nothing more.

“ 3dly. In the same letter, and again in that of March 22d, he describes the note particularly by its date and sum, and he enters into a calculation of the interest. I

“ entreat

* Reply, page 33.

“ entreat the reader to turn to the Letters in the Appen-
 “ dix, and to judge for himself, whether Mr. Frazer must
 “ not have had the note before him when writing. I en-
 “ treat that he will, at the same time, consider if it is pos-
 “ sible, when Mr. Frazer was thus dwelling on the date
 “ and sum of the note, and was called upon to recollect
 “ himself so repeatedly and so seriously, that he should
 “ think it related to the advance made to the Hill Rajah,
 “ which he confesses had been discharged a considerable
 “ time before the note in question existed*.”

THE first part of this extraordinary reasoning is only calculated to excite a smile. To prove that I had examined the note, and that I had it in my hand when I called upon Mr. Hannay, it is alledged that *I described it by its date and sum*; and further, that *I entered into a calculation of the interest*. With the memorandum given me by my clerk, I could no doubt describe it particularly, by its date and sum, without either having examined it myself, or without having it in my hand at the time I described it; and, being able to describe the date and sum, I could no doubt enter into a calculation of the interest. Yet all this strikes Mr. Stewart as impossible. This shrewd and acute logician would prove, that no man can describe a note by its date and sum, and enter into a calculation of interest, who has not actually seen it; or, in other words, that no man can give any information of the date or sum of a note but by ocular inspection, and that nothing but ocular inspection can enable him to calculate the interest. This is positive proof of a most extraordinary nature!

* Reply, page 35.

nature! As argument, it would be the subject of derision; but offered as direct evidence, it is an unparalleled insult to the understanding.

THE question Mr. Stewart next puts is no less singular. He asks, "whether it is possible, while I was thus dwelling on the date and sum of the note, that I should think it related to the advance made to the Hill Rajah, which had been discharged a considerable time before the note in question existed*?" This argument takes it for granted, that I remembered the advance made to the Hill Rajah to have been paid; and if Mr. Stewart could prove this, he would effectually succeed in establishing his malicious charge; but the fact is directly otherwise, and on this the whole controversy depends.

THERE never was a more glaring instance of the question being begged, than in this argument. Because I knew the date and sum of the note, it is contended that I must have known it could not be on account of the advance to the Hill Rajah, paid long before; but this necessarily presupposes *that I knew such payment to have been made*; the very fact which I absolutely deny, and on which, as I have before observed, the charge entirely depends. I flatter myself more need not be said on this part of the subject.

"4thly. In the second letter, which Mr. Frazer wrote upon the 22d of March, he gives a farther description of the note; saying, it is written and subscribed by the deceased, which appears to me absolutely decisive. The letter was in answer to one from Mr. Hannay, intimating a violent suspicion of the note, and asking other
"vouchers

* Reply, page 35.

“ vouchers of the demand. Mr. Frazer says, “ I confess
 “ I do not understand you ; I think it an unusual thing to
 “ be called on formally for vouchers in support of the
 “ note written and subscribed by the deceased.” From
 “ hence it appears, that Mr. Frazer had an idea that for-
 “ gery was imputed to him, and therefore he mentions
 “ that the note was not only signed, but written, by Co-
 “ lonel Hannay, which was the fact. Did Mr. Frazer
 “ assert this without examining the note ? Did he call
 “ for his clerk, in whose custody we shall suppose the
 “ note to have been, and put this question to him, “ Pray
 “ is such a note in Colonel Hannay’s own hand-writing ?”
 “ And did he take it upon the word of the clerk, when it
 “ was as easy, and certainly more natural, to say, “ I wish
 “ to look at such a note ; bring it to me ?” Or, did Mr.
 “ Frazer, who, according to his present tale, had not seen
 “ the note for more than six years ; who had thrown it
 “ aside, and forgot the occasion upon which it was granted,
 “ now recollect that it was written, as well as subscribed,
 “ by Colonel Hannay, and take it upon him, from such
 “ recollection, to assure Mr. Hannay of the fact, without
 “ looking at it * ?”

To the above reasoning, I feel it particularly neces-
 sary to call the public attention. It is of no insignifi-
 cant or trifling nature ; it is not of an equivocal kind, on
 which fair and able minds may honestly differ ; but, ac-
 cording to Mr. Stewart, it is “ *absolutely decisive*.” It de-
 serves, therefore, to be examined with attention ; and I
 shall treat it accordingly.

THE circumstance which amounts to *absolute decision*,
 is,

* Reply, page 35, 36.

is, that I described the note as being *written and subscribed by the deceased*; and it is argued, that this could not have happened unless I had examined the note, and was *intimately and thoroughly acquainted with the contents*. And first, why was it impossible that I could describe this note, as written and subscribed by Colonel Hannay, without having examined it myself? I stated the fact as reported to me, and as it truly was, by my book-keeper, who was well acquainted with the Colonel's hand-writing. But even if the fact had been otherwise, in the next place, I would ask, whether every man, who, from a general view of a note, written in a hand familiar to him, can take upon himself to state by whom such a note was written, must necessarily be presumed to know what are the exact contents of it?—To put a familiar case:—In a court of justice, when witnesses are examined upon oath to the hand-writing of any particular paper, do they take time to read the contents, and to scan every word, before they answer? Every man knows the contrary. But would it not sound rather oddly, if, after a witness had proved the hand-writing of a deceased person, he should at a future time have it urged as a proof absolutely decisive against him, that he knew the exact contents of the note, because he had on a former occasion spoken to the hand-writing? Would not such an attempt be universally scouted? I speak to the common sense of every man, and to the actual experience of many. And yet wherein would it differ from that now made?

BUT Mr. Stewart pushes the argument still further. I
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had described the note to be *written and subscribed by the deceased*; and from hence, he says, “ *it appears that I had an idea that forgery was imputed to me, and therefore I mentioned that the note was not only signed but written by Colonel Hannay, which was the fact* *.” But does he mean seriously to say, that any passage in Mr. Hannay’s letter conveyed even the most distant insinuation, which could lead me to suspect such an imputation? It would seem that he does; for he alledges that “ Mr. Hannay intimated a violent suspicion of the note, and asked other vouchers of the demand.” But I am not apt to reason in the way Mr. Stewart imputes to me. If I could have entertained an idea that Mr. Hannay supposed the note to be forged, I should have expected him not to require vouchers in support of the note, but the note itself; for I know not how a forgery can so well be detected, as by inspection of the instrument supposed to be forged; and it remained for Mr. Stewart to introduce an idea so perfectly new, as that to require vouchers in support of a note, and not the production of the note itself, would give the idea of a suspicion that the note was forged. But, in truth, the whole transaction is of so different a complexion, that it is perfectly astonishing how Mr. Stewart could venture upon such an argument. The letters to me, from Mr. Hannay, required information and accounts, on the idea that the note had been paid; and, from the general tenor of these letters, I must have been a madman to have caught up any idea of the kind Mr. Stewart now imputes to me. Besides, if this could have been the case, the note being actually in
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* Reply, page 35.

the hand-writing of Colonel Hannay, should I not have immediately produced it? But I am ashamed to dwell upon such trash.

“ 5thly. THE circumstances already stated are strong;
 “ but what are they when another part of the case is attend-
 “ ed to? Mr. Frazer says, the note was discovered by his
 “ book-keeper; and the whole drift of the answer is to
 “ persuade us it remained with the book-keeper. He tells
 “ us likewise, that he had but one writer or book-keeper;
 “ and it appears by his letter to Mr. Hannay, dated the
 “ 22d of March, 1783, that this book-keeper had left him
 “ three weeks before, on account of sickness, and that he
 “ had not a single person about him able to copy an ac-
 “ count. Now will Mr. Frazer pretend that the book-
 “ keeper did not, at leaving him, deliver up the note? At
 “ this very time Mr. Frazer was in the daily expectation of
 “ receiving payment of it. He proposes sending it to
 “ Mr. Hannay, with a discharge; it is therefore undeni-
 “ able that the note was in Mr. Frazer’s own custody from
 “ the 1st of March downwards, which includes the day he
 “ called on Mr. Hannay, and first mentioned the note.
 “ During that period, he had not even a clerk to screen
 “ him; and when he mentioned that it was written and
 “ subscribed by Colonel Hannay, it must have been from
 “ ocular inspection*.”

THE whole of this inference is answered by a single fact.
 The book-keeper, from the time of the discovery, had
 never been in possession of the note: it was, in the regular

course of business, and my common practice, delivered to the banyan in charge of my bills and cash transactions, by whom, as soon as Mr. Hannay and I had settled the preliminary point, whether it was to be paid or not, it would have been carried to that gentleman, or to his banyan, and the whole matter finally adjusted, according to the usage of the country.

“ LASTLY, Mr. Frazer’s letters to Mr. Hannay contain the most convincing evidence, that, at that period, he had no idea of setting up a pretence that the note had been forgotten or mislaid, and that the advance to the Hill Rajah had not then entered his imagination. I appeal to the letters throughout, and in particular to that where he says Colonel Hannay often acknowledged the debt. It was purposely kept out of the account current. There were difficulties about interest. Frequent, though not pressing, applications, were made to Colonel Hannay for payment. He suggested different modes for liquidating the debt. In the year 1781, he assured me he had made remittances. All these circumstances were false, and known at the moment to be so by Mr. Frazer; but the letter is, nevertheless, complete proof that he did not then mean to say the note had ever been out of his or of Colonel Hannay’s memory, or that it was connected with the advance to the Rajah*.”

To this I have only to say, that, conceiving the demand to be just, and the executors objecting to it, without any apparent cause they could assign, I did not think it incumbent on me to say, how or when the note, after
having

* Reply, page 37.

having been so long buried in oblivion, had actually been discovered. Impressed as I was with the strong belief that it had been granted for the sum advanced to the Hill Rajah, I did not deem it necessary to state that it had so long escaped my memory. I certainly then viewed it in the light of a demand unquestionably just; and, under that idea, to have acknowledged that I had forgotten it for six years, would only have furnished the executors with a stronger pretence for delaying or resisting payment. I wrote, therefore, in general terms; my whole transaction with Colonel Hannay having been for money lent, either in large or small sums.

In the conversations which at different times I held with Colonel Hannay, especially after the amendment of his affairs, the settlement of the balance, so long due to me, was often talked of; in the course of which, we seldom, if ever, descended to particulars, but merely to the liquidation of my demand in general; when the saving of exchange, and the different modes of remittance and payment, according to the situation of affairs, was for the most part canvassed and considered.

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I NOW come to what Mr. Stewart calls a more particular examination of my defence; and the first part of it he attempts to controvert, is that which arises from the description of the note. In answer to a question put by Mr. Hannay, On what occasion the note was granted? I had, by my letter of the 20th March, informed him as follows—"It originated from money advanced;" but the note purporting to be for the balance of account up to the date of it, I had argued in my answer, that describing the note to be for money lent, of itself proved that I had not examined it so as to know for what it was given, but represented it what I conceived it to be; inasmuch as the note must have been produced before it could be paid; and the executors being before unwilling to pay it, would become more so on discovering for what it was actually given, and would naturally require the account to be produced, to which, in express terms, it referred.

To this Mr. Stewart answers, "That the expression that
 "it originated from money advanced, does not convey the
 "idea that the note was granted for money lent, but con-
 "veys the other idea, that it was granted for the balance of
 "an account current."

THE first question, therefore, to be determined, is, Does the description given of it import that it was a note given for money lent, or for the balance of an account current?

AND, in the first place, I own myself entirely at a loss to distinguish, in this case, betwixt money lent and money advanced ; and, so far from being sensible of any difference, I always conceived that money advanced for Colonel Hannay, when I owed him none, was money lent to him. I described it accordingly, to the executors, as a claim originating from money advanced ; meaning thereby, and by the very expression conveying the idea of what I meant, that it arose from money lent. But suppose I had been in the situation Mr. Stewart falsely asserts I was, “ having the “ note in my hand, and my books at my elbows ;” and, to follow up his supposition, that “ I had examined the note “ attentively, and compared it with my books,” and was, in fact, thoroughly apprized of the real nature of the transaction, in what manner would it have been natural to act, admitting that I entertained the fraudulent design imputed to me ? Finding that the note purported to be for the balance of an account up to the date of it, I should have described it thus :—“ It is a note for the balance of the account betwixt Colonel Hannay and myself, up to the 13th “ October, 1776.” This was the description obviously to be given by any person acquainted with the exact words of the note, and having no motive to conceal them. It would, therefore, have been the description I should have given, supposing I was acquainted with the words, and had no such motive ; and that I could have no such motive, is apparent from the very nature of the transaction. For the only motive that could possibly occur for concealment of the words of the note, would have been, that they pointed
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out the account ; whereas by the suppression of these words it might be concealed : but, as the note must have been given up before it could be paid, such a motive could not be entertained, inasmuch as it could not possibly succeed ; for the account would have been pointed out by the production of the note. No injury, therefore, to such a scheme as I am charged with having entertained, could have happened from describing the note to be for the balance of a particular account ; but, on the contrary, the very nature of such a scheme seems to require that it should have been done ; for the account referred to in the note might, Mr. Stewart admits, have been altered in the course of an hour or two, so as to throw complete darkness upon the fact of payment ; and, therefore, any man who had meant fraudulently, would have been eager to put the executors upon requiring the account, which the true description of the note would have led them to do, and the fabricated account being furnished, all would have been, in appearance, regular, fair, and unexceptionable. As it would not, therefore, at all promote the success of such a scheme as I am charged with having formed, but, on the contrary, have retarded it by more enquiries, it must be supposed, that, as I did not describe the note in the exact terms in which it was drawn up, which it was the obvious measure to do, I could only describe it otherwise, from not being aware of what the exact terms were. And I desire to know, whether any man, with a note before him, expressly stated to be for the balance of an account, and meaning to state that it was of such a nature, would, in answer to a

question

question put, for what the note was given, say nothing about the balance of an account current, but describe it as originating from money lent.

BUT Mr. Stewart further argues, that, as the expression in my letter was, " I have no demand on your late brother but what is constituted by his promisory note, and the small balance of the open account, both originated from money solely advanced to accommodate his convenience," the executors could not understand me, as saying that the note was for money lent, independent of, and unconnected with, an account current. And he adds, " It is evident they neither did nor could ; and, if I am not egregiously mistaken, it is equally evident Mr. Frazer did not mean to be so understood. He mentioned, indeed, that the note was distinct from the account he had delivered ; but that it originated from money advanced, was just saying it was for the balance of a separate account *."

THIS argument turns upon the fact of my having informed Mr. Hannay, that the balance of the open account also originated from money advanced ; and from this circumstance it is contended, that I did not mean to distinguish between the two, or, to state it in Mr. Stewart's words, that it was only saying the note was for the balance of a separate account. But the fallacy of this argument will be obvious, upon the slightest examination ; and the best method of detecting the fallacy will be for any person, who may read this, to make the case his own. Let him suppose himself, in the character of executor, called upon to discharge a promisory note, purporting to

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* Reply, p. 42.

be the note of the deceased, and also the balance of an open account. Let him further suppose application to have been made to the party holding the note, to know for what it was granted, and the answer to be, as in this case, For money advanced—I put the question confidently, Would the idea even cross his imagination, that it was a note specifically given for the balance of a particular account current? It would not; and this I will venture to say I may assume, notwithstanding Mr. Stewart's declaration to the contrary. Then in what manner is it more likely to be excited by the balance of the open account being described as having also originated the same way, that is, arising from money advanced? Because it is said the note was given for money advanced, and the balance of the account is constituted in the same way, does it therefore follow, that demands originating from one common cause may not depend upon different securities? or, because there is a balance due on an account current for money advanced, does it therefore follow that a promissory note for money advanced must be a note for the balance of a former account?—But, not to pursue this reasoning any further than is necessary, what ideas did I mean to convey? and how, in point of fact, was the letter containing the description of the two demands understood by those to whom it was addressed? Mr. Stewart has already answered both these questions; “and he affirms, that I did not mean to be understood that the note was for money lent, but that, from the expression I made use of, I must have considered myself as saying it was for the balance of a separate account; and further, that it is evident the execution”

“tors neither did nor could understand me otherwise*.” As far as he has endeavoured to establish by reasoning what passed in my mind on the occasion, I have already answered him; and, considered as an assertion of fact, I can meet it in no other way than by declaring it to be false. I had no intention to convey the idea of that which I did not know at the time, namely, that the note was for the balance of a particular and separate account; and I trust I have established, if ever there could be a doubt on the subject in any intelligent and impartial mind, that, from the import of the expression, and from the very nature of the case, the contrary inference must of necessity be drawn. Thus much in answer to the assertion as it respects myself; and now let it be considered as it applies to the executors, who, according to Mr. Stewart, understood me as saying it was for the balance of a separate account. The best method of collecting what the executors understood, is by considering how they acted under this information, and what meaning is to be collected from their own expressions on the subject. The letter in which this description of the demand occurs, was written by me in answer to one from Mr. Ramsay Hannay, desiring to be informed for what the note was given. If therefore he understood me, as Mr. Stewart asserts he did, and must have done, that is, as explaining the note to be for the balance of a particular account, he would have either remained satisfied with the information, but if otherwise, he would naturally have demanded a copy of this particular account: but if he does neither; if he declares himself actually dissatisfied with the information, and yet does not require a copy of the

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particular

* Reply, p. 42.

particular account, I am in the judgment of every man of common sense, whether the conclusion is not inevitable, that Mr. Hannay did not understand, from my description of the note, that it was given for the balance of a particular account? For what reason can possibly be assigned why Mr. Hannay should not have required the particular account, for the balance of which the note was given, if he knew such an account to exist? What could be more to the purpose of the information he sought to obtain? or, indeed, how could his information be complete without it? It only remains to apply this reasoning to the following letter, actually written by Mr. Hannay at the time of the transaction, and while the impression of that, to which it was an answer, was strong upon his mind:—"The executors of the will of my deceased brother, consider the information that you have given them respecting the promissory note, insufficient to justify their paying the amount, and I must therefore beg the favour of you to send me some other vouchers, particularly the account from which the balance of 6,842. 3. 2. is taken*." This is the whole of Mr. Hannay's letter; and it need not be pointed out, that though he expressly states the former information to be insufficient, and requires other vouchers, there is not a syllable mentioned as to the particular account, for which, according to Mr. Stewart, he understood from me the note to have been given; and this circumstance is conclusive to shew, that what Mr. Stewart asserts is absolutely untrue: for if Mr. Hannay had construed my account of the origin of the note in the way Mr. Stewart contends he did and must have done, when he sought further information,

* Answer, p. 71.

mation, it must have been in the following way ; “ Send
 “ me the particular account, and all the subsequent accounts
 “ betwixt that and the last delivered, that I may see whether
 “ or not the note itself has not been expressly charged in
 “ some of the subsequent accounts, and is consequently
 “ merged in the balance of the last; or, on the other, that I
 “ may see whether the separate articles, composing the par-
 “ ticular account, are not specifically recharged in the ac-
 “ counts which have been since delivered.” And in this way
 the doubt Mr. Hannay entertained must have been complete-
 ly satisfied one way or the other. But, instead of pursuing
 such a course, what is it that he demands? The account
 from which the balance was taken, with which the open
 account begins. Now this account, for aught that Mr.
 Hannay knew (for at the time of making the application
 he must be supposed not to have seen the account for
 which he asked) might, and, according to probability,
 would, begin long subsequent to the date of the note; and
 had it been so, and the note not recharged in such account,
 his doubts would have rested on the same ground as before.
 But I have shewn this was impossible, had he demanded
 the particular account; and this is so obvious, that no man
 who knew the note to have been given for the balance of
 such account, could have omitted to ask for the account,
 when he was requiring information concerning the note;
 and it consequently follows, that Mr. Hannay neither did
 nor could have construed my expression, “ that it originated
 “ from money advanced,” as tantamount to saying “ that it
 “ was for the balance of a particular account,” and of course
 he could only have understood it in the way I made use of
 it

it myself, namely, to convey the idea that it was a promissory note for money lent.

THE next circumstance Mr. Stewart brings forward, is the promise to send a copy of the account; and, as part of my argument, in this respect, is quoted at length, for the sake of being, as he no doubt flatters himself it is, refuted, to do his reasoning all possible justice, and to shew what cause of triumph he may fairly boast, I shall give the passage at length, as it stands in his publication.

“ The next circumstance is the promise to send a copy
“ of the account.

“ Mr. Hannay having desired Mr. Frazer to send him the
“ account from which the balance of C^t R^s 6,842. 8. 2.
“ was taken, Mr. Frazer answered (March 22d) “ I will
“ send you the account you want, as soon as I can get it
“ copied; but my writer has been sick, and absent from
“ me these three weeks.” Upon which bare promise to
“ send an account, a promise never performed, Mr. Frazer
“ raises the following argument: “ I am represented as
“ having had recourse to various means, denoting the
“ deepest contrivance, in order to be satisfied, that, on a
“ search, the paper, which would clear up the whole,
“ would not be found, and that it was only in consequence
“ of being led to believe that it was lost, that I
“ went forward in the scheme. I ask then if it was probable
“ that, with such consciousness as I am described
“ to have had of the contents, I should—not in a moment
“ of surprise—not in answer to a question promptly and
“ unexpectedly put—with the eye of observation upon
“ me;—but in answer to a letter—with time to deliberate
“ rate

“ rate—to consider the consequences of my act—to evade
 “ detection of a fraud, said to be attempted on the success
 “ of former contrivances, by fresh means of the same na-
 “ ture;—is it probable, considering all these circumstan-
 “ ces, that I could give the answer I did? that is, that I
 “ could admit myself to be in possession of this paper,
 “ and promise to produce it, if, at the time of such ad-
 “ mission, and long before, I had been conscious the pro-
 “ duction of it must have convicted me of a fraud? And
 “ yet in this manner did I act; nay, however singular it
 “ may seem, almost the only use made of this letter, in
 “ Mr. Stewart’s publication, is to shew, ‘ that I admitted
 “ myself to be in possession of this account.’ Now let it
 “ be examined how the argument stands on the part of the
 “ accuser; and I do not misrepresent it when I state it
 “ thus: “ Mr. Frazer meditated a fraud on the estate of
 “ Colonel Hannay, by claiming payment of a note given
 “ for the balance of a particular account, all the articles
 “ of which were recharged in a subsequent account, and
 “ paid; he did not venture to make this fraudulent de-
 “ mand till he was satisfied the subsequent account was
 “ lost: on the idea of its being lost, he was applied to for
 “ a copy, and he at once admitted the account to be in
 “ his possession, and promised to produce it. This is the
 “ true state of the argument against me, and to this mon-
 “ strous contradiction does it lead *.”

HAVING thus quoted (with what fairness I shall here-
 after shew) so much of my argument on the subject, he
 proceeds thus:—“ The fallacy of all this will appear upon
 “ the smallest attention. It is built upon the bare pro-
 “ mise

“ mise to send a copy of *an account* ; which promise was
 “ never performed. If Mr. Frazer could indeed prove
 “ that he was sincere in this promise, and that it went to
 “ the production of a full and faithful copy of that (the
 “ account sent to Colonel Hannay in 1781) it would fol-
 “ low, either that he never intended a fraud, or that he
 “ found it time to stop. That he once meditated a fraud,
 “ has been proved to demonstration; that he did not, at
 “ the period of making this promise, give up his scheme,
 “ is proved by the after letters. The promise, therefore,
 “ by itself, is nothing, and the argument founded upon it
 “ is mere sophistry *.”

THE first observation that I feel it necessary to make upon the above reasoning is, that it is founded upon a gross misrepresentation of the argument it is made use of to refute ; and on referring to my Answer, it will be found that Mr. Stewart has entirely omitted most material passages, essentially connected with that he has introduced, and forming the sequel of a train of reasoning, from the whole of which, and not from any separate part, I asserted the conclusion was of necessity to be deduced, which he thinks proper to attack. But it suited his purpose to leave the argument incomplete ; and when I have supplied the omission, I will leave it to the common sense of any man to decide, whether the mutilation could proceed from any other motive than a consciousness that the argument, if fairly stated, would baffle his impotent attempts.

As my argument now appears, from what Mr. Stewart has quoted, it seems as if I had contented myself with relying on the mere promise to send an account ; and if so,
 I agree

I agree in the observation made, that the argument of my innocence, being proved by such a promise, if I had confined it to this, would have been built on a fallacy; for I might never perform the promise, or I might send a false account. It was therefore necessary to prove something more, and to shew, by fair and satisfactory arguments, that, under the circumstances of the case, these two conclusions must follow from the promise; first, that I meant to send some account; and, next, that I intended that account should be a true and faithful copy. I shall therefore take up my former argument where Mr. Stewart drops it:—

“ There is but one possible way by which the above absurdity can be avoided, namely, by supposing that I did not intend to deliver a true copy, but to fabricate a false account to suit the occasion. It would be enough to say, that no part of my conduct gives room for the suspicion. But supposing I could have been capable of such an act, it was as easy to have fabricated a false account in a few hours as in a year, and, having wrought my mind up to such a pitch of wickedness, I should have sent it inclosed in the answer to Mr. Hannay’s letter, instead of referring him to a future period, on account of the sickness of my writer. This would have been the obvious measure; and what was to deter me? Not the dread of discovery; for at this time I am said to have believed (and indeed from the requisition I must have believed) there was no such paper in the possession of Colonel Hannay’s executors. Then, if no part of my conduct furnishes the suspicion that I meant to send a false account, but on the contrary excludes it, it

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“ is brought to this alternative, that I either intended to
 “ send the true account, or made a promise I never meant
 “ to perform. If I intended to send the true account,
 “ how can this be reconciled with all the previous ma-
 “ nagement laid to my charge, to ascertain the non-exist-
 “ ence of it in the hands of the executors? And in what
 “ manner can it be explained, consistently with the con-
 “ sciousness that it contained the evidence that would
 “ destroy the demand? And if this cannot be reconciled
 “ to any rule of probability, it is reduced to the single
 “ point, that when I promised to send the account, it
 “ was a promise I never meant to perform. How far this
 “ is probable, I shall therefore now examine. It is clear
 “ that at this time the executors of Colonel Hannay suf-
 “ fected the note to have been included in the account for
 “ which they asked, and that they were determined not
 “ to pay the note, but on seeing such accounts as would
 “ satisfy them of this fact, or on being compelled by law.
 “ When therefore, in answer to Mr. Hannay’s Letter, I
 “ admitted the very account for which they asked to be in
 “ my possession, and promised to send a copy, is it to be
 “ imagined I could for a moment suppose they would pay
 “ it, without that copy being sent? To have admitted the
 “ possession of it, and yet to have withheld it from them,
 “ would have confirmed suspicion into certainty, and it
 “ was impossible I could harbour such a thought. I must
 “ therefore have been conscious, that, by withholding the
 “ account I had promised to send, I was making it impos-
 “ sible for them to pay the demand, without being com-
 “ pelled by the law. But here again I must have known
 “ they

“ they could have compelled me to furnish this account ;
 “ that they could have produced my own letter, to shew
 “ I admitted it to be in my possession ; that they could
 “ have filed a bill in equity, charging the account to con-
 “ tain the consideration of the note, to which bill I must
 “ have answered, and set forth the account ; so that take
 “ it any way, put it in any possible light, the conjec-
 “ ture cannot be entertained that I made this promise
 “ without any intention to perform it.

“ INDEED it was said by Mr. Stewart, that I never did
 “ send the account ; but if I have succeeded in establish-
 “ ing that it cannot be supposed I meant to send a
 “ spurious account, and if it is equally improbable that
 “ I did not mean to withhold the true account, the
 “ remark is totally useless ; because, though I might
 “ not do it immediately, owing to the sickness of my
 “ writer, and the hurry of my other concerns, yet if I
 “ fairly intended to do it, it amounts to the same thing. I
 “ most undoubtedly did, if subsequent circumstances had
 “ not rendered it unnecessary *.”

Now, taking the whole of this argument together, as the
 several parts of it follow each other, let any impartial
 reader declare, whether or not Mr. Stewart has not at-
 tempted to fasten a fallacy upon me, by suppressing mate-
 rial parts of the reasoning in which he asserts such fallacy
 to exist. For it will, no doubt, be observed, that *the*
whole of such part of the argument as applies to shew that
I must be considered as having meant to send a true and
faithful copy, is entirely suppressed, and this at a time
when he relies upon the probability that if any copy was

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sent,

* Answer, p. 83.

sent, it would be a false and spurious one. It is, no doubt, an easy way of getting rid of an argument he feels it impossible to answer, by suppressing it altogether; but such a despicable stratagem cannot possibly succeed.

AND now, the argument being fully and fairly stated, I shall meet Mr. Stewart on his own reasoning, as far as I am able to comprehend it, which I own I am at a loss to know with certainty whether or not I do at this moment. First he says, "that if I meant to send a true and faithful copy of the account, it would follow, either that I never intended to commit a fraud, or that I found it time to stop." It would therefore seem, that, supposing the fact to be fairly established, one or other of the consequences he states must inevitably follow. But in the very next sentence he adds, "that he once meditated a fraud, has been "proved to demonstration; that he did not, at the period of "making this promise, give up his scheme, is proved by "the after letters *." Now I should be glad to be informed how, if, independent of any promise to send the account, it was proved to demonstration that I once meditated a fraud, an intention to send a true and faithful copy of the account would prove that I never meditated a fraud, which, however, he admits would be the case. This is saying with one breath, it can, and it cannot be. The same observation applies to the argument relied on to shew that I did not mean to stop. But, taking the meaning to be, as perhaps it may be asserted it is, that it is to be inferred, from the previous circumstances on which the supposed demonstration is founded, that I did not mean to send a true and faithful account, having on my part, I
trust,

* Reply, p. 45.

trust, most satisfactorily shewn, that, so far from these circumstances demonstrating any such proposition, they prove absolutely the contrary, I come fairly, I hope, to meet Mr. Stewart on both parts of the alternative he has now stated, viz. that if my production went to a full and faithful copy of the account, I never meditated a fraud, or that I now found it time to stop. And if I can establish, in the want of positive proof, which, from the nature of the case cannot exist, that, according to every reasonable probability, I could have no other intention, then, even out of the mouth of my accuser, I shall be fully acquitted, and he will have pronounced his own condemnation. Let it, therefore, be examined, and it cannot be so too critically for my character, what the real probability is.

AND first, Mr. Stewart states, "Mr. Frazer must all along have had in view that he might be asked to produce some accounts*." In a subsequent page he adds, "I am not disposed to think that Mr. Frazer would have stopt short at the production of an account, when he must always have had in view that one *might* be asked, and actually promised one;" and he proceeds to shew what sort of account he supposes I would have sent, viz. "an account with the articles of the true account transposed, so as that the ultimate balance should remain, and yet the balance of the 13th October, 1776, should not correspond to the sum in the note †;" a trick to which, I agree with Mr. Stewart, it was most easy to have recourse, and which it would not have required above an hour to accomplish, so as to have effectually bewildered the executors, supposing the real account not to have cast up. Thus far, then, what

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* Reply, p. 46. † Reply, p. 47.

Mr. Stewart has written is at least consistent. As it was an easy thing to send such an altered account as would have misled the executors, he is of opinion I meant to send such an account. But what will the reader say to the following passage?—"Nothing, however, can be more plain, than that Mr. Frazer, when he made the demand, conceived that *the law was on his side*, and that he could not be obliged to produce any thing as collateral proof of the note, or to hurt his claim under it, *which gives a key to his whole conduct* *." Let any man bestow his attention for a moment on this subject—let him compare these passages together, and find out the consistency if he can. First, Mr. Stewart declares, that he is not disposed to think that I would have stopt short at the production of an account, and expressly specifies of what sort he supposes it would have been; and, having availed himself of the benefit of various arguments, to establish the probability that I meant to send a false account, he almost immediately afterwards turns round and declares, that *the key to my whole conduct is*, I conceived, when I made the demand, I could not be obliged to produce any thing as collateral proof of the note. Now, what other meaning can this have, but that I had resolved, before I made the demand, not to produce that which I am stated as having conceived I could not be obliged to produce, viz. collateral proof of the note? But how is this to be reconciled to the other position, namely, that, having all along had it in view that I might be called upon to produce the account, I meant to send some account, but not the true one? It is a glaring and palpable contradiction. And by this sort of reasoning

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does he labour to establish a charge of fraud against a person represented, by the first members of the society in which he lived for many years, to have been of pure, unblemished, and even exemplary conduct!

BUT let his first admission be taken; namely, that as I all along must have had it in view that I might be called upon for some account, I meant to produce such a one as he describes. viz. an account with the articles transposed, so as that the balance up to the 13th October should not correspond with the sum in the note. If I had really entertained such an intention, why not have prepared the account during the months I am said to have employed in hatching this supposed scheme, and in taking various measures, all of the deepest contrivance, to ensure success, and to prevent discovery? Is it to be supposed, that, after having formed such a scheme, I should have been at any loss to send an account, when it was actually required? And yet Mr. Stewart represents me as having been surprized into the promise to send the account; as having recollected myself the next morning, and revoked my promise; as having never sent it during three weeks; in short, as never intending to send it—that very account which he had before expressly admitted it to be his opinion I meant to send, and which he had entered into laboured arguments to prove I meant to falsify. So that, take Mr. Stewart's argument either way—if I never intended to send any account, what becomes of the charge, and the reasoning in support of it, that I meant to send a falsified account?—and, on the other hand, if the charge that I meant to send a falsified account, be just, what becomes of the charge that

Mr. Stewart has written is at least consistent. As it was an easy thing to send such an altered account as would have misled the executors, he is of opinion I meant to send such an account. But what will the reader say to the following passage?—"Nothing, however, can be more plain, than that Mr. Frazer, when he made the demand, conceived that *the law was on his side*, and that he could not be obliged to produce any thing as collateral proof of the note, or to hurt his claim under it, *which gives a key to his whole conduct* *." Let any man bestow his attention for a moment on this subject—let him compare these passages together, and find out the consistency if he can. First, Mr. Stewart declares, that he is not disposed to think that I would have stooped short at the production of an account, and expressly specifies of what sort he supposes it would have been; and, having availed himself of the benefit of various arguments, to establish the probability that I meant to send a false account, he almost immediately afterwards turns round and declares, that *the key to my whole conduct is*, I conceived, when I made the demand, I could not be obliged to produce any thing as collateral proof of the note. Now, what other meaning can this have, but that I had resolved, before I made the demand, not to produce that which I am stated as having conceived I could not be obliged to produce, viz. collateral proof of the note? But how is this to be reconciled to the other position, namely, that, having all along had it in view that I might be called upon to produce the account, I meant to send some account, but not the true one? It is a glaring and palpable contradiction. And by this sort of reasoning

does

* Reply, p. 51.

does he labour to establish a charge of fraud against a person represented, by the first members of the society in which he lived for many years, to have been of pure, unblemished, and even exemplary conduct!

BUT let his first admission be taken; namely, that as I all along must have had it in view that I might be called upon for some account, I meant to produce such a one as he describes. viz. an account with the articles transposed, so as that the balance up to the 13th October should not correspond with the sum in the note. If I had really entertained such an intention, why not have prepared the account during the months I am said to have employed in hatching this supposed scheme, and in taking various measures, all of the deepest contrivance, to ensure success, and to prevent discovery? Is it to be supposed, that, after having formed such a scheme, I should have been at any loss to send an account, when it was actually required? And yet Mr. Stewart represents me as having been surprized into the promise to send the account; as having recollected myself the next morning, and revoked my promise; as having never sent it during three weeks; in short, as never intending to send it—that very account which he had before expressly admitted it to be his opinion I meant to send, and which he had entered into laboured arguments to prove I meant to falsify. So that, take Mr. Stewart's argument either way—if I never intended to send any account, what becomes of the charge, and the reasoning in support of it, that I meant to send a falsified account?—and, on the other hand, if the charge that I meant to send a falsified account, be just, what becomes of the charge that

that I never intended to fulfil my promise, that is, that I never intended to send any account? The author of this curious riddle can alone resolve it. Suffice it, however, to say, that, though he represents me as having, from the beginning, foreseen that I might be required to produce some account, and as having resolved to send an account with the articles transposed, so as to disguise how the balance stood at the time the note was granted, notwithstanding this supposed foresight and determination, when applied to by the executors, I am so much at a loss what to do, that, after having actually promised to send the account, I am driven to the awkward necessity of revoking my promise, and of withholding the account altogether. And this is said to be exquisite caution! it is described as a deep plot! it is painted as a subtle contrivance, deliberately formed and craftily executed! and I am a man of dark design, singular cunning, and accurate foresight! Let the reader judge whether this is a true picture of what may really exist, or a miserable daubing, that violates every rule of probability and nature.

Mr. Stewart goes on to state—" Mr. Frazer, it will be
 " observed, claimed, not only the note, but the balance of
 " the account current open at the time of Colonel Han-
 " nay's death, £. 31. 9s. I am surprised that, catching
 " at every twig to support himself in his answer, he has
 " omitted to take merit from this double claim, and to
 " argue—that, if he had meditated a fraud, he would have
 " sunk the claim for the account current altogether, the sum
 " he was to get by it being a trifle, and the claim of the note
 " would have stood clear from the obligation to produce any
 " account.

“ account. He knew, to be sure, that such an argument
 “ could be easily refuted; but not more easily than others
 “ he has brought forward. *The account current of 1781,*
 “ *and that of 1782, were in a very different predicament.*
 “ The latter was sent to Colonel Hannay at Lucknow,
 “ when settling his affairs, assisted by his brother Mr.
 “ Johnstone; they came from thence to Calcutta in a
 “ few weeks after; and there would be little doubt of
 “ their having brought the account with them: besides,
 “ there was a draft of Mr. Frazer’s on Colonel Hannay
 “ for 1500 rupees, paid at the very date of the last ac-
 “ count, so that there was a necessity of producing and
 “ claiming upon that; and, as it commenced with the
 “ balance of former accounts, Mr. Frazer must all along
 “ have had it in view, that he might be asked to produce
 “ some account *.”

Mr. Stewart here, speaking for me, reasons very aptly,
 that, supposing me to have actually intended a fraud in this
 business, I ought to have sunk the account of 1782, be-
 cause it led to the discovery of a former account, namely,
 that of the 30th April 1781, with the balance of which it
 commenced; whereas, by sinking the account of 1782, the
 note would have stood clear from the obligation to produce
 any accounts; and he supposes that, for this reason, I
 would have sunk the account of 1782; but this, he says, was
 rendered impossible by the circumstance of Mr. Johnstone
 Hannay being present with his brother the Colonel, at the
 time I transmitted this account of 1782; and, as they came
 down together to Calcutta a few weeks after, there could be

* Reply, page 45.

M

but

but little doubt they had brought that account with them—indeed there could be no doubt at all of this.

Mr. Stewart then admits, that my consciousness of Mr. Johnstone Hannay being with the Colonel, and his consequent knowledge of the account of 1782, laid me under the necessity of producing a full and faithful copy of that account; which, he says, it was my interest to sink or secrete. But I must have had an equal consciousness of Mr. Johnstone Hannay having been present, and being equally informed about the account of 1781; for when, on the 13th of July 1781, I transmitted the account of the 30th April 1781, to Colonel Hannay, then at Sakrora, I equally knew that Mr. Johnstone Hannay was present with his brother the Colonel; and for this reason, that Mr. Johnstone Hannay had been introduced to me, at my own house at Patna, early in the year 1779 or 1780, and I sent him on part of the way, in my own carriage, to join his brother Colonel Hannay, then at Sakrora or its vicinity.

FROM that time, till Colonel Hannay's death, Mr. Johnstone Hannay constantly resided with him; and, being a man of business, who had nothing else to do, I could not doubt that he superintended all his brother's affairs. He left him five thousand pounds more than he bequeathed to the other two brothers in Bengal. It follows, of course, that I was equally certain of Mr. Johnstone Hannay being as well acquainted with the account of 1781, as he could be with that of 1782; therefore I stand exactly in the same predicament with respect to both these accounts; and the very same reason which Mr. Stewart himself says rendered it impossible for me to sink or falsify the account of 1782, rendered it equally impossible

fible to sink or falsify the account of 1781. Indeed it never entered into my mind, nor did I ever entertain the most distant idea that the executors were not in possession of this account, as well as every other account and paper that ever Colonel Hannay himself had possessed. How could I suppose otherwise, when I perfectly knew that his brother and executor, Mr. Johnstone Hannay, reputed an expert book-keeper, had resided with the Colonel for at least the last three years of his life, and until his death, regulating his accounts and settling his affairs? I certainly concluded that he was not only as well, but much better acquainted with all these affairs, than ever the Colonel had been himself: therefore the very ground or foundation on which alone Mr. Stewart has built his whole charge, namely, that I proceeded in a fraudulent attempt, upon an opinion or belief of the executors' total ignorance of the deceased's affairs, with a want or loss of accounts, is proved to be a mere fiction of his own brain, and, of course, the charge built on that foundation must be equally fictitious.

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IN

IN his original publication, after having concluded his observations on the demand for payment of the note, and the subsequent correspondence between Mr. Hannay and myself, Mr. Stewart proceeded thus:—" Though the history of this claim seems now to be at an end, there are yet two circumstances to be brought forward respecting it, *more material, perhaps, than any that yet have been adduced*, to shew that it was false from the beginning, at the same time that they manifest, at once, the *cunning art* and the *bold practice* with which it was carried on, and endeavoured to be maintained *."

THE first of these most material circumstances, Mr. Stewart stated to be, That I omitted some words in the copy of a letter, which I was bound to deliver in truly, in order to give colour to my demand on the note, which, if inserted, would have operated to put an end to the claim; and whereas it was evident, from the original letter, that I was requesting a loan, it seemed from the mutilated copy that I was demanding a debt. In the original letter, here referred to, the passage was as follows:—" I begged of you also, in my last, to let me have a bill on Calcutta for 5 or 6000 rupees *on my own account*. Should you have any cash in Calcutta that you can command, will you oblige me with an order for 20,000 rupees, to be replaced within two months †?" In the copy delivered in to the executors of Colonel Hannay, the words " to be replaced within two months," were by accident omitted; and Mr. Stewart says

* Narrative, page 37.

† Answer, Appendix, D. E.

says in his Reply, referring to what he had said in this respect in his Narrative, " From this mutilation I thought myself warranted to infer, that it was done *with a view to aid Mr. Frazer's claim on the note*; because the passage, as it stood in the copy, implied, or might be said to imply, that he was giving the Colonel a hint to pay his debt; whereas the passage in the original letter was plainly asking a loan *."

AND first, in answer to this reasoning, in my Reply I insisted, that the words accidentally omitted in no manner varied the sense, so as to make the letter appear an application for a debt; and I observed as follows:—" The passage consists of *two distinct sentences*; the first clearly relates to a debt; the application is for 5 or 6000 rupees, *on my own account*, that is, on account of money due to me; and here the sentence ends. The second sentence has no such words, and by the omission is clearly distinguished from the former; and further, the terms are such as every man would naturally resort to in requesting a favour, and plainly import an application to borrow, not a claim made for money due †."

MR. STEWART has attempted to answer this reasoning, in the following way:—" The words omitted totally varied the sense; for, as the original letter stood, there could not be a doubt of the meaning, as Mr. Frazer allows. A distinct line was drawn betwixt two things; the 5 or 6000 rupees on Mr. Frazer's own account, and the 20,000 rupees characterized as a loan, by the promise to replace them. Whereas, by the manner in which Mr. Frazer modelled the copy, not only was this marked distinction obliterated, but the reader was led

" to

* Reply, page 56.

† Answer, page 110.

“ to conclude, that he asked the 20,000 rupees *on the same footing as he had formerly asked the 5 or 6000 **.” Mr. Stewart then quotes the passage in question, as follows : —“ I begged of you, in my last, to let me have a bill “ on Calcutta for 5 or 6000 rupees, *on my own account* : “ should you have any cash in Calcutta, will you oblige “ me with an order for 20,000, and I will thank you.” He then asks, “ Could any person interpret this otherwise, than “ that Mr. Frazer, having requested 5 or 6000 rupees, on “ his own account, in his first letter, now made an addi- “ tional request *on the same account* † ?”

THE first proposition here stated, is, That I endeavoured to obliterate a marked distinction that existed in the original letter, and to make the two applications, therein distinguished, appear as one, namely, as an application for the payment of a debt ;—and it is curious to observe, by what a mean stratagem, by what a paltry trick, this argument is endeavoured to be supported. Feeling that it was impossible to refute my reasoning, viz. that these two sentences, distinct from each other, the former ending with the words *on my own account*, descriptive of a debt ; and the second having no such words, but words descriptive of a request to borrow—feeling, I say, that it was impossible to refute this reasoning, and being much too destitute of candour and veracity to acknowledge it, he has had recourse to this notable contrivance, namely, to mould the two sentences into one ; and whereas it will appear, by referring to his Narrative, that they are therein printed as different sentences, there being a full stop after the word “ *account*,” and the word “ *should*” beginning with a capital, in the present publication this is absolutely changed, the full stop

* Reply, page 58:

† Reply, page 58.

stop after the word account being transformed into a colon, so that, in effect, the two sentences are consolidated into one. And in this ingenious manner does he endeavour to get rid of a difficulty he feels himself unable to face!—And now, having pointed out this curious contrivance, I leave it to the reader to judge to whom the charge of “obliterating” a marked distinction,” with most propriety belongs.

THE following passage, occurring next, is no less singular:—“But Mr. Frazer attempts to shew, not only that “the words omitted were immaterial, because the omission or insertion did not vary the sense, but that what “I found upon this act of his is *foolish, absurd, and improbable* *.” It will no doubt be expected that Mr. Stewart proceeds to vindicate his charge from *folly, absurdity, and improbability*, and to maintain what he had originally asserted; and, as I represented his argument to be of such a nature, inasmuch as the supposed mutilation could not assist, nor was ever brought forward to assist, the claim, with a view to which purpose only it was charged to have been made, that he should therefore endeavour to refute the arguments made use of in this respect, and retort the charges of folly and absurdity upon me. They who look for such an endeavour will be grievously disappointed; for Mr. Stewart proceeds—“I need not follow him through a long “argument, tending to shew, that the mutilated copy “could not aid his own demand on Colonel Hannay’s “estate, nor is it of any consequence whether he did or did “not attempt to derive any aid from it †;” which, in other words, is saying, Though Mr. Frazer has argued, in his Answer, much at length, to prove me the author of a foolish, absurd,

* Reply, page 58.

† Reply, page 58.

absurd, and improbable charge, and though I cannot say that his arguments have no application to the subject, yet, in a publication which professes to be a reply to those very arguments, and boasts to be a refutation of them, I need not give any answer, though I alledge no reason whatever for passing these arguments over. But why need not Mr. Stewart follow me through this long argument, applied to prove his charge foolish, absurd, and improbable? The answer he gives is, "Because it is not of any consequence whether I did or did not attempt to derive any aid from the mutilated copy *." If astonishment were not long since exhausted, there would be the most ample cause for it in the present instance. For I have only to request the reader to consider what charge Mr. Stewart originally made against me, "*That I mutilated this letter, with a view to aid my claim upon my note †.*" And now—when I have asserted, in opposition to the charge, that the supposed mutilation could not answer such a purpose; that if I had mutilated it with such a view, I should necessarily have referred to it, as assisting the demand, when called upon by the executors to support it; instead of which, I never even hinted at the existence of such a letter—without attempting to give a single answer to my arguments in this respect, and without assigning any particular reason for passing by them altogether, Mr. Stewart thinks it sufficient to alledge, that he need not shew the contrary of what these arguments prove! and he roundly asserts, that it is not of any consequence whether I did or did not attempt to derive aid from a mutilation, which he had expressly charged to have been made with a view to derive aid from it when circumstances might

* Reply, page 59.

† Narrative, page 28, 29.

might require! What answer more completely in point was it possible to give to his charge—That I mutilated this letter, with the express purpose of making use of it in aid of my demand, in case the executors should require any vouchers—than to shew that it could not answer such a purpose; and that, when the executors did actually require vouchers, I never attempted to make any use of the letter, without a reason, that can possibly be stated, for my having omitted to do so, in case the letter had been purposely mutilated with such a view? And does he really imagine he can get rid of the effect of this reasoning, by a naked declaration that he need not follow it, without shewing any reason why? or, that it is enough for him to assert, that it was not of any consequence whether or not I attempted to derive any aid from the letter, without giving a single reason in support of so extraordinary a proposition? The supposed mutilation having been charged in the Narrative, as being made to answer a specific purpose, namely, to aid the demand upon the note, and the alleged criminality of the mutilation consisting merely in this, every principle of reason must be absolutely reversed, or the nature of the human mind must be completely changed, before any reasonable man can assent to such a position as Mr. Stewart ventures to state, viz. *That it is not of any consequence whether or not, in point of fact, any use was attempted to be made of the mutilation in question**. Take away this foundation from the charge, and it is built in air. If an act, not necessarily criminal, is charged to have been done with a particular motive, to be inferred from a single

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* Reply, p. 59.

circumstance, and that circumstance is clearly proved not to warrant the inference, the supposed criminality is at an end. No truth can be more clear. In this instance, therefore, the particular circumstance, from which the criminality of the motive was inferred in Mr. Stewart's original charge, namely, the intention to derive aid from it in support of the note, having been proved to have no foundation, inasmuch as it is contrary to reason that I should not have endeavoured to avail myself of it when it became necessary, if actually made with such a view—it was incumbent upon Mr. Stewart either to shew the argument was in this respect fallacious, or that some circumstance had happened which prevented me from executing the original intention to avail myself of such aid. And I put it to the candour of every impartial man to say, whether he is not fully satisfied that Mr. Stewart would have done the one or the other, if he had felt it within his power. The argument must meet him wherever he goes:—"Mr. Stewart, you have informed the Public, that Mr. Fraser delivered in to the executors of Colonel Hannay, a mutilated copy of a letter, purporting to be a true copy; and you have alledged his motive to be, that it was in order to bring it forward in support of his demand upon the note, in case the executors should refuse payment, and require vouchers. The executors did refuse payment, and required vouchers; but he never even hinted at this copy of the letter, much less attempted to produce it—tell us, therefore, what circumstance happened to prevent him?" And suppose, with this question pointedly put to him, Mr. Stewart should answer, "It is not of any consequence, whether he

" did

“ did or did not attempt to derive any aid from it ” — what sentiments would such an answer excite? Why, every man of honour would reply, “ You have brought a foul accusation, which, though utterly unable to maintain, you dare not abandon, because you feel the attempt would recoil with infamy upon yourself, and that you would be pointed at, wherever you go, as a false and malicious accuser.”

SCARCELY, however, had Mr. Stewart thrown out this proposition, than he shrinks from the danger of it, and trembles for the consequences. He therefore goes on to state—“ What use Mr. Frazer might have made of this mutilated copy, if he and Colonel Hannay’s executors had gone to law, or entered into an arbitration, I know not. But I say still, he might have appealed to it, as shewing he treated Colonel Hannay as his debtor for a large sum, in September 1780; and there is another plain natural inference, from the admitted fact of a mutilation, which Mr. Frazer has overlooked. It was done because he saw or thought the expression in the original would operate against his own claim, which was to be taken into consideration after Harper’s. The letter, *as mutilated*, was evidence for him; if *not mutilated*, it might be brought in evidence *against* him. I did not, and could not, state this as absolutely certain. Here was an omission of material words—here were *plausible reasons* for the omission. I was convinced in my own mind that these were the true reasons for a circumstance so *critical*. Let others judge for themselves*.”

FROM the above, it seems that Mr. Stewart’s opinion

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is,

* Reply, p. 59.

is, that I might have made use of this copy, if the executors of Colonel Hannay and myself had gone to law. But let me ask, Is not the supposition rather more natural, that I should have made use of it to prevent our going to law? If I felt, as Mr. Stewart supposes, that my conduct was bottomed in fraud, it must have been my most anxious care to prevent any investigation of it, and of course I should have pressed forward with this copy, on the first hint of a doubt in the minds of the executors, to overcome that doubt before it became a settled opinion, and to prevent an inquiry from which I could have nothing to hope, but must have had every thing to fear, if I knew my conduct to be of the nature represented by Mr. Stewart. Yet Mr. Stewart's argument is, that I might have held this back for the purpose of a suit of law, when, by the production of it, I might have prevented any suit, and when, most undoubtedly, if his charge against me be just, it concerned me most essentially to prevent it.

BUT farther, it is said, "It was done, because I saw or
 " thought the expression in the *original* would operate
 " against my claim; that the letter, *as mutilated*, was evi-
 " dence *for* me; if *not mutilated*, it might be brought in
 " evidence *against* me*." This reason is likewise of an extraordinary nature. For, first, let it be remembered, that the production of this copy was merely on the idea that the original was lost. If therefore I meant to prevent its being evidence against me, there was no necessity to produce it at all, and I should of course have withheld it altogether; for the other contents were merely a general application

* Reply, page 59.

application to Colonel Hannay to settle Captain Harper's account. On the other hand, if it was really evidence for me, it is not a little curious that I should sit down contented with the consciousness that it was not evidence against me. This is a sort of forbearance very compatible with fraud, originating in avarice, and is undoubtedly the way in which wicked and designing men, when they have fabricated false evidence to assist an unjust demand, are accustomed to act! But if this reasoning proves nothing more, I trust, at least, it clearly proves the extremity of distress to which my accuser feels himself driven for arguments to support his charge, when he has recourse to such as these.

AND now it only remains to point out in what manner he winds up his observations on this part of the subject. He says, "There were *plausible reasons* for the omission*." Even if it were true (but I have shewn it to be basely false) are reasons, merely plausible, a sufficient ground for such an odious charge? Is a criminal accusation to be established by plausible reasons? Or, do the laws of honour, justice, and humanity—does the common intercourse of civilized beings—justify any man in making a charge against another, which must be attended with the most painful and afflicting consequences, on the bare ground of reasons which, at most, he can only alledge to be plausible, in support of it? Yet in this manner, as Mr. Stewart *now* represents his own charge, has he treated me. But how did he represent it *at the time* when it was made? These reasons, which in his Reply he cannot swell beyond *plausibility*,

* Reply, page 59.

bility, in his original Narrative were magnified into *certainty*. For there he states, "In truth there can be *no question*, but the purpose of the mutilated copy, delivered in as it was, was to give colour to that demand of the note, which it thus appears he had it even now in contemplation to set up*." And yet, notwithstanding this passage, staring every man in the face who turns to his Narrative—in spite of his declaration in express terms, that in truth there could be *no question* on the subject, he has the confidence to assert, "That he did not and could not state it as *absolutely certain*†." But if that is not stated to be *absolutely certain*, about which it is stated there can be *no question*, I call upon any man to say what absolute certainty is.—There cannot be a more impudent falsehood.

I FEEL I have dwelt, perhaps, too long upon this part of the subject; but I felt it essential, because it was a circumstance, as originally stated, that concerned me most essentially to refute. Whether, after this, Mr. Stewart will be able to hold up his head, and avow the charge, to any man who has attended to this subject, I cannot foretell; but I may with confidence predict, that, should it happen that he still persists in it, it will have no other effect than to shew that his obstinacy is equal to his malice, and, for the honour of human nature, I trust neither can be surpassed.

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* Narrative, page 28.

† Reply, page 59.

HAVING

HAVING concluded his account of this supposed mutilation, in his original narrative, he proceeded thus:—

“ This was one of the circumstances by which Mr. Frazer
 “ appears to have been preparing his way gradually for his
 “ subsequent demand of the note, even while he was pre-
 “ tending to furnish matter for the judgment of the ar-
 “ bitrators upon the claim made by him in the name of
 “ Colonel Harper. But the other, which I am now
 “ about to state, at the same time that, from the depth
 “ with which it was laid, it will require some accuracy
 “ of deduction on my part, and some attention in the
 “ reader, to detect it, will yet, with these respective ob-
 “ servances, come out on the mind of every man in so
 “ sensible a form, as will amply justify me in the confi-
 “ dence with which I pledged myself to demonstrate,
 “ that, at the time Mr. Frazer was offering to swear that
 “ he was “ conscious of no ground in the world that the
 “ executors of Colonel Hannay could have to suspect
 “ him,” he knew he was offering to swear that which he
 “ could not have sworn with truth. I now go further, and
 “ take upon myself to say, that he knew the contrary a
 “ considerable time before ; and that the demand of the
 “ note was as deep as it was false ; not arising upon the
 “ sudden and accidental discovery of it in his possession
 “ uncanceled, and claimed without thought ; but con-
 “ ceived with great deliberation, gone about at a distance,
 “ indirectly, and with exquisite caution ; and not ulti-
 “ mately

“mately made till he had tried whether the ground he
 “was about to tread would bear him; and had satisfied
 “himself he could not be detected, with a degree of cer-
 “tainty that prompted the assurance with which he ap-
 “pears to have asserted it *.”

THE circumstance here alluded to was explained as follows:—That I applied to the executors of Colonel Hannay to settle the account of the elephant contract, and, in my letter to them, regretted that the account of the charge of conducting the elephants, in three herds, up the country, had not been ascertained during the lifetime of the Colonel, as the want of it would prove the most difficult part in any arrangement; whereas I was the man who, as agent to the parties, actually made the disbursements which created the great difficulty in settling the accounts, and of which disbursements I had actually furnished an account to Colonel Hannay. The reason for this supposed fact was stated to be, That the letter, which contained an account of these disbursements, enclosed likewise the account in which the consideration of the promisory note was re-stated; and whereas I knew it was the practice of Colonel Hannay to keep all papers, or accounts, he received, together in the same cover in which they were enclosed to him, it became therefore material for me to sound the executors well, because, if the account of the disbursements should cast up, the conclusion in my mind would be, that they were probably in possession of the other account also.

To

* Narrative, p. 30.

To this I answered, first, That it was absolutely false that I had made the disbursements, or furnished any account thereof, the want of which created the difficulty in settling the account; the difficulty consisting in the want of various accounts, made by a number of different persons, my own disbursements being only a small part of that total which it was necessary to know. Secondly, That it was equally false that I ever knew it to be the practice of Colonel Hannay to keep papers or accounts together in the cover in which they were sent. Thirdly, That it was inconsistent with every principle of reason and common sense, and with all the motives imputed to me in this transaction, to have taken such uncommon pains to have ascertained the fact of the executors not being in possession of the account of the 30th April, 1781, and yet to have admitted this account to be in my own possession, and to have promised to send them a copy.

AND here again, feeling himself utterly unable to meet the defence, Mr. Stewart once more flies from his ground, and endeavours to take a new position. He says, " That
 " I charged Mr. Frazer with suppressing the whole, or
 " all the disbursements on account of the elephant concern, is not true. The word *whole*, which Mr. Frazer
 " has put in Italics, was not used by me on this subject;
 " nor did I ever intend to charge him with keeping back the
 " account of any other disbursements than those which he
 " himself had made." My words are, " That Mr. Frazer
 " himself was the very man who, as agent to the parties,
 " actually made the disbursements which now created the
 " great difficulty in settling the accounts." Now, in the
 O " appre-

“ apprehension of every man of common understanding,
 “ what can this expression (*though, perhaps, not perfectly*
 “ *definite*) mean, *but that Mr. Frazer concealed those dis-*
 “ *bursements which he himself had made?* for it must be the
 “ *accounts which the executors had not received, not those*
 “ *which they were in possession of, which created the diffi-*
 “ *culty *.*”

How far Mr. Stewart is warranted in giving me the contradiction, will best appear by stating the words of his Narrative, and likewise those of his present publication. In the former he stated, “ Mr. Frazer, in a letter written
 “ to Colonel Hannay, upon the subject of Colonel Har-
 “ per’s claim, says, “ These are the articles which com-
 “ pose the account, and if you can ascertain *the amount*
 “ *of costs and charges upon the elephants*, the principal
 “ difficulty will be removed.” Who would believe, that
 “ reads these extracts, that Mr. Frazer himself was the very
 “ man who, as agent to the parties, *actually made the dis-*
 “ *bursements which now created the great difficulty in*
 “ *settling the accounts †?*” Is not this expressly, and in
 the plainest and most direct terms, charging me with hav-
 ing withheld the account of the *whole* disbursements on
 the elephant concern? If there could be the slightest pos-
 sibility of doubt upon the subject, it must be clearly put
 an end to by the following extract from one of my letters,
 which Mr. Stewart also quotes in his Narrative, coupled
 with the observation he makes upon it. “ Mr. Frazer
 “ writes, “ It is with much regret (the letter is to Mr.
 “ Ramsay Hannay, dated October 29th, 1782, before re-
 “ ferred to, Appendix, Z **) I read in your note, that
 “ your

* Reply, page 60.

† Narrative, page 32.

“ your late brother’s papers do not throw any light on the
 “ transaction with Captain Harper ; and I most sincerely
 “ lament the reluctance your brother had to setting about
 “ an adjustment of it. It proceeded, I believe, and in-
 “ deed I am pretty certain he told me so, from the diffi-
 “ culty he found in ascertaining the actual disbursements
 “ made for the concern of the elephants proceeding up
 “ in three different herds. When he was himself in
 “ Oude, he was obliged to request different friends, at the
 “ different stations, to supply their keepers ; which made
 “ the account branch out, and probably it became blended
 “ with other concerns. It is unlucky that *this account of*
 “ *the charges* had not been ascertained, as it may prove
 “ the most difficult part in any present arrangement.”
 And Mr. Stewart on this observes, “ Again I ask, Would
 “ any man believe, that, with all this sense of the impor-
 “ tance of this account, towards settling the arbitration
 “ he had submitted to, and all this lamentation for the
 “ want of it, Mr. Frazer should have been himself the
 “ man, who, within less than a year and a half of this
 “ time, had actually stated *this very account* to Colonel
 “ Hannay, which he thus leaves it entirely to the execu-
 “ tors to bring to light * ?”

Now what is this, I repeat the question, but as positive
 a charge as language can frame, That I had stated to Colonel
 Hannay the *whole* account of these disbursements, and, by
 with-holding the same from the executors, created that
 difficulty in settling the account, of which I myself com-
 plained ? For when, in my letter, I state, “ that *the dis-*
 “ *bursements were made by different friends,* and that *this*
 “ *account,*

“ *account*, not being ascertained, may prove the most difficult part in any arrangement”—and Mr. Stewart, observing upon this passage, says, “ that, with this lamentation for the want of *such account*, I had actually stated it myself”—is not this expressly saying, that I stated the account of the whole disbursements? And yet Mr. Stewart now asserts, that he never charged me with having made the whole disbursements, or with having suppressed the account of them; and declares, “ that I have taken a great deal of pains to prove, what has never been denied, namely, that he, Mr. Stewart, knew I had only made part of the disbursements,” and “ that he never intended to charge me with keeping back the account of any other disbursements than those which I myself had made*.” I had stated, “ that the want of the account of the disbursements made by different friends created a difficulty in coming to any arrangement.” To this Mr. Stewart replied, “ With this lamentation for the want of the account, I was the man who had actually stated it myself,” viz. the account of the disbursements made by *different friends*; and yet he has now the temerity to state, “ That he never charged me with keeping back the account of any other disbursements than I *myself* had made.”

AND the manner in which he attempts to palliate this direct and palpable falsehood, is by a quibble as despicable as the falsehood itself was base: He says — “ The word *whole*, which Mr. Fraser has put in Italics, was not used by me on this subject, nor did I ever intend to charge him

“ with

“ with the keeping back the account of any other dis-
 “ bursements than those which he himself had made *.”

BUT this assertion bears the stamp of all the rest. It is false. No man, that knows the power and construction of language, can possibly understand it in the sense which he now labours to put upon it. It is in opposition to his own express words, and to the whole strain of his reasoning. He knew that the suppression of an account of 3000 rupees, had it in fact been suppressed, could never have been considered, by any man of common sense, to have been the great difficulty in adjusting disbursements of 25,000, in regard to the whole of which the executors pretended as much ignorance as of mine. But to have stated the real fact would have defeated Mr. Stewart's design. He wished therefore to have me considered as the *sole agent* in this business, who, having made the whole disbursement, was perfectly acquainted with every circumstance of the case, and yet
 “ sat coolly, with my hands across, allowing the execu-
 “ tors and arbitrators to feel their way in the dark as they
 “ best might †;” because, according to Mr. Stewart, this
 “ account was connected with, and indeed made part of,
 “ the general account current, which he never meant to
 “ produce, as it would destroy his intended claim upon
 “ the note of hand ‡.” Now, how can he have the hardi-
 ness to assert, that this account of my disbursements, which I had sent to Colonel Hannay in July 1781, and which he acknowledges the executors discovered before the second arbitration, was *connected with, and made part of, the account current*? Did not he himself examine it, at or be-
 fore

* Reply, p. 60. † Reply, p. 18. ‡ Reply, p. 63.

fore the second arbitration? Was it not from that time in the possession of the executors? Did they not furnish him with it, among other materials, previous to the publication of his Narrative? Can he therefore affect ignorance, or pretend to say, that, had it even been printed, or posted up on every pillar in Calcutta, it could have thrown the least light either upon the account current or the note of hand? He saw clearly that this account of 3,108 rupees could not serve in support of his charge: on the contrary, that the inserting it in his Appendix would have defeated his object. He evidently, therefore, wished the public to believe that there was an account of greater magnitude involved in my account current, and connected with the note of hand, which I obstinately refused to produce, lest it might destroy my intended claim; with a perfect knowledge, at the same time, that this account of my disbursements was never even asked for by the arbitrators or executors; and that, in fact, from the circumstances of the case, it could not be of any sort of use.

MR. STEWART, however, goes further, and asserts *,
 “ that Mr. Fraser, by withholding his own account, oc-
 “ casioned a loss to Colonel Hannay’s estate, in the esti-
 “ mate of the expence of every one of the herds, whereby
 “ a most improper advantage was obtained in favour of his
 “ friend Colonel Harper.”

To demonstrate the falsehood of this assertion, as well in regard to my account, as to the loss alledged to have been sustained by Colonel Hannay’s estate, it will be only necessary to state the facts of the case, as already set forth in my Answer †. Colonel Hannay, for six years before his death,

* Reply, p. 62.

† Answer, p. 122.

death, resisted all my importunities for obtaining an adjustment of the joint elephant concern; and his plea was, that he could not settle the amount of disbursements for driving the elephants from Chittagong to Oude, which had been advanced by various persons residing on the route through which they passed. They had been driven in three herds; the most considerable by Mr. M'Cornock, the other two by the natives. There were also two gentlemen, Mr. Connellan and Mr. Crawford, who had made considerable disbursements upon all the herds, at Chittagong and Dacca. Upon my application to the executors for a settlement of this concern, I was informed by Mr. Ramsay Hannay, "that he could find "no accounts or letters, among his brother's papers, which "could throw any light upon the transaction*." Some accounts indeed Mr. Hannay afterwards discovered, yet not enough to shew the exact amount of the whole charge.

THE principal herd had been conducted by Mr. M'Cornock, who happened to be at this time living at Calcutta: the account which he had furnished appeared to be very complete; his own disbursements, exclusive of the advances for the whole by Messrs. Connellan and Crawford, amounting to current rupees 5,230. 7. 3; for this sum he debited Colonel Hannay in account current, very correctly stated; he credited Colonel Hannay for the several sums acknowledged by him to have been received from the various gentlemen on his route, and, among those, the sums which I advanced were credited by him under their respective dates, and corresponding exactly

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with

* Answer, p. 120.

with those in my account, with the difference only of current rupees 12. 2. 2* ; viz.

1773. Dec. 28. Cash	-	-	548	1	—
1774. January. Draft in favour					
of Motte	-		554	—	—
— March. D° in favour of					
Baboo Ram					
Chun	-		555	—	—
			<u>1655</u>	1	—
Advanced by me for the other herds	-	-	790	—	3
Charges attending one elephant, with					
her young one, from May 1774 to					
June 1775	-	-	-	663	4 —
				<u>3108</u>	<u>5 3</u>
Total advanced by me	-	C. L. S.	3108	5	3

The greatest part of my disbursements was therefore included in Mr. M'Cornock's general account. The sum of 790. 0. 3 was merged in the *pro rata* accounts of the other herds ; and, as the elephant with her young one, had been, by Colonel Hannay's desire, forwarded to Captain M'Gowan, in July 1775, who sold them at a high price for the Colonel's private account, it was by all parties agreed, at the first arbitration, to exclude them and their charge from the joint concern.

LET it be remembered, that Mr. Stewart was one of the arbitrators before whom this account of Mr.

* Mr. M'Cornock gives the Colonel credit for C^t R^s 1667. 3. 2, as received from me, whilst I actually advanced only, as above, 1655. 1. 0 ; this arose from some difference in the batta or exchange ; so that, instead of a loss, here was even a trifling advantage to the estate.

M'Cornock's

Mr. Cornock's was laid ;—let it be remembered, likewise, that the same account was in the possession of the executors, and of course within Mr. Stewart's power ;—and let any man say whether he could mistake these circumstances. Had he published the account, the very appearance of it would have destroyed his object, and therefore it was necessary to suppress it, as well as the account of disbursements.—Thus much for the assertion, “ that Mr. Frazer, by withholding his own account, occasioned a loss to Colonel Hannay's estate, in the estimate of the expence of every one of the herd, whereby a most improper advantage was obtained in favour of his friend Colonel Harper *.”

THAT the arbitrators, in making their first award, had gone upon the best ground the nature of the case would allow, is evident ; for, after the second arbitration had been consented to, in consequence of pretended searches, and pretended discoveries of papers, this first award was un-animously confirmed in every point.

MR. STEWART, indeed, has assigned another reason for this confirmation †.

“ IT is true, that, notwithstanding this discovery of Mr. Frazer's account of disbursements, the sum of money granted to Colonel Harper under the first award,

* So far from the pro rata estimate being prejudicial, that it was advantageous to Colonel Hannay's estate, because Mr. M'Cornock's herd was by much the most expensive, and not only from the wages of Europeans being much higher than those of the natives, but this herd had been detained a considerable time at Rajemhal during the rainy season, which had considerably enhanced the charge.

† Reply, p. 64.

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“ was

“ was confirmed by the second; but that was not for the
 “ reason Mr. Frazer assigns, but was owing to the
 “ following circumstance:—At the second arbitration
 “ *it was discovered, that Colonel Hannay had received a*
 “ *sum of money at an earlier period than at first known,*
 “ and the interest on that sum nearly counterbalanced
 “ what was further due to the estate on the score of
 “ Mr. Frazer’s elephant disbursements. The *difference*
 “ *was so small,* that the arbitrators did not think it worth
 “ while to enter into the calculation minutely*.”

Now Mr. Stewart, as has been shewn above, knows that there is not a word of truth in all this. Not a rupee was due to the estate on account of my disbursements; for, as already observed, 1,667. 3. 2. of these disbursements were stated in Mr. M’Cormock’s account; the sum of 790. 0. 3. advanced for other herds, was included in the pro rata account; and the charges incurred for the elephant and her young one, were agreed to be excluded from the joint concern. The award was therefore confirmed upon its own merits, because, notwithstanding the pretended discoveries which had given rise to the second arbitration, no fault could be found with any of the articles upon which it had been grounded.

* * * *

AND now it becomes again necessary to have recourse to the original Narrative, in order that the force and extent of the observations that are to follow may be fully understood and felt. In page 36, Mr. Stewart writes, “ A third and
 “ principal

* Reply, page 64.

“ principal reason, that determined the executors to de-
 “ fire a re-consideration of the award, was, in the course
 “ of the fatal search that arose upon the demand of the
 “ note, the discovery of as palpable a *fabrication* as ever
 “ was practised.” And in page 43 he adds, “ I had set
 “ out with supposing, that Mr. Frazer himself had no
 “ apparent interest in the fabrication of it; but it now
 “ turns out that it was calculated, in some degree,
 “ to give countenance to his favourite claim upon the
 “ note.”

THE supposed fabrication was stated to consist in this—
 That I delivered in a letter to the executors of Colonel
 Hannay, purporting to be the copy of a letter written to
 him, dated Calcutta, 1st December 1780, in answer to
 one written to me by the Colonel from Atterowlee, on
 the 17th September preceding, which copy was alto-
 gether a fictitious one; and this charge was grounded
 upon the following circumstance, viz. The executors
 having found an original letter of mine to Colonel
 Hannay, dated 24th December 1780, discovered, by some
 expressions, that it must have been written prior to that
 which was dated in the copy the 1st December. The
 real fact was, that my native writer, while he was making
 extracts of the copies of letters sent to the executors
 on the 29th of October, had misdated one of these copies
 the 1st December 1780, whereas, in fact, the original
 had been written and dated the 1st January 1781. The
 circumstance on which Mr. Stewart relied, to prove,
 that this was a fabrication to support the demand on
 the note, he stated to be, that it was to take the benefit

of the following words:—" You have not replied to " my last requisition of 20,000 rupees," (the requisition contained in the letter of the 12th September preceding) and by these words it was argued, I meant " to confirm " the impression of the former letter." The answer was obvious:—First, If I had formed any such purpose, I should naturally have made use of expressions of direct and positive meaning, amounting to an express acknowledgment of the debt, not merely of allusion or reference to a former letter, of itself, at most, ambiguous, even on the state of the adverse argument, in support of the claim:—Secondly, Taking the charge to be true, that I fabricated this letter to assist the impression of the former letter, I should have referred the executors to both letters, when urged for proof in support of the demand; I should naturally have held them up as evidence in favour of it: but I did neither, though repeatedly called upon to give proof of the debt; a conduct of itself conclusive to shew, that no idea could then exist in my mind, that these letters would assist the claim, and consequently establishing, That the one copy could never have been altered, or the other fabricated, under any such opinion, or with any such design.

AND, feeling himself utterly unable to shake a single syllable of the reasoning employed to disprove the existence of the motive he had imputed to me, namely, " to " *give countenance to the claim upon the note,*" he once more turns his back altogether upon the argument, and flies from his own charge. He says, " Mr. Frazer has answered the charge of having fabricated one of the letters " sent

“ sent by him to the executors, by combating the motives
 “ imputed to him for such fabrication. *These I will not dis-*
 “ *pute with him.* He certainly must be allowed to under-
 “ stand the reasons of his own conduct better than I do*.”—
 And now what is become of his charge? If, after having
 accused me with fabricating this letter, *to support the de-*
mand upon the note, as the motive from which the sup-
 posed fabrication proceeded; if, after having received and
 read my answer to his charge, containing reasons to shew
 that I could not possibly have entertained such motive; if,
 after having taken time to reply to my answer, and having
 pledged himself to convict me on the ground of what that
 answer contained; if, under these circumstances, when at
 length he comes to fulfil this formidable threat, to re-esta-
 blish his former charges, and to turn my attack of them
 upon myself, he can only say, “ *That I have answered his*
 “ *charge by combating the motives imputed,*”—and “ *that*
 “ *he will not dispute these motives with me,*”—does he
 not altogether abandon and desert the rash calumny, for
 the truth of which he had originally pledged himself to
 the public? and in a way that must not only draw upon
 him the reproach, but the derision of mankind.

BUT, though he feels himself utterly unable to dispute
 the truth of my argument, to disprove the motive he had
 imputed to me, he is not altogether, as he thinks, without
 a resource; and, immediately after the passage I have just
 now quoted and observed upon, he adds, “ But as he has
 “ not attempted to contest the facts upon which the charge
 “ of fabrication is founded, and as the very act itself is a
 “ vicious one, I still call upon him to explain his views
 “ in

* Reply, pages 64 and 65.

“ in doing this, if he thinks that I have misrepresented
 “ them. The sophistry he employs on this occasion, is
 “ too curious not to be pointed out. He first endeavours
 “ to shew, that he could not have been influenced by the
 “ motives imputed to him :—then concludes, that, having
 “ no motives, he could not have committed the fabrica-
 “ tion; and, not having committed it, it is not incumbent
 “ on him to assign his reasons for doing it. This is what
 “ the logicians call reasoning in a circle. I reply, That,
 “ admitting him to have proved that the motives imputed
 “ to him were not founded, it does not follow that he
 “ could have none; and that, if the fact is established, it
 “ rests with him to assign his reasons. But the fabrica-
 “ tion, though not admitted by Mr. Frazer, has not yet
 “ been set aside, or the facts controverted upon which the
 “ charge is founded *.”

THE whole of the above reasoning would, under any circumstances, be deemed of a very singular nature; but it is most extraordinary indeed, when it is considered, that, at the very time he is making use of it, he charges me with curious sophistry, and with that sort of argument which is properly called reasoning in a circle, because it ends where it began. But let it be fairly examined which of us can be properly charged with having had recourse to sophistry, and who has really made use of the circle on the present occasion.

MR. STEWART's first position is, “ That the facts are
 “ not contested on which he grounded the charge.” But what facts does he mean? I defy him to point out any, except the single circumstance of the mistake of the date.

This.

* Reply, page 65.

This is undoubtedly admitted, but no more. This fact then being admitted, how does his argument proceed? The facts being admitted—"and *as the very act in itself is* " *a vicious one*, I still call upon him to explain his views, "if I have misrepresented them." But how is the act in itself vicious, from the fact I have admitted, viz. that the copy was misdated *by mistake*? Taking this fact to be true (and it must be noted, that Mr. Stewart's argument is founded upon my admission) to make the act vicious in itself, error must be vice, and every mistake committed by a clerk in copying out a letter, necessarily constitutes a vicious act in the person in whose employment he is. Such is the manner in which Mr. Stewart reasons, in the very act of imputing sophistry to me; and thus does his own argument stand:—Mr. Fraser committed an act vicious in itself, namely, the fabrication of a letter, as the copy of an original that was never sent: he denies the charge of fabrication; but the act being vicious in itself, namely, the fabrication, his denial cannot be true.

AND now for the examination of the *curious sophistry*, and *reasoning in a circle*, imputed to me.

THE passage referred to is as follows—"As it was for " Mr. Stewart's purpose to rest the charge of fabrication " entirely upon the fact, it is for mine that the several " inferences drawn from the fact should be considered as " forming the real question; for I think I may venture to " hope, that if there was no purpose whatever to be answered by it, the world will not readily believe me guilty " of a deliberate, fraudulent, and corrupt fabrication *."

And, for the sake of proving that this argument turns in a circle, Mr. Stewart, according to his usual and easy practice, grossly misrepresents it; and the misrepresentation consists in this:—I have nowhere said, “That
 “ because I could not have the motives imputed to me,
 “ that therefore it follows, as a *necessary* consequence, that
 “ I could have no other motives, and, having no motives,
 “ could not have committed the fabrication.” This would be really making the different propositions alternately prove each other. But I argued thus—“ Where the charge is,
 “ that a letter was fabricated, which, if so, must have been
 “ fabricated from some improper motive, and a purpose being assigned as that to be answered by the fabrication,
 “ which, if it could be thereby answered, would constitute
 “ a probable motive, it is necessary, first, to shew, that the
 “ purpose so assigned could not be answered by the fabrication,
 “ and, therefore, that the motive assigned is false; and
 “ if, this being completely done, no other motive can possibly be assigned, the impossibility of assigning any probable motive is a strong reason to decide against the truth
 “ of the charge, where the fact of fabrication is denied by
 “ the party accused, and he gives a reasonable account of
 “ the only circumstance on which the charge is founded.” This is the sort of argument Mr. Stewart represents as sophistry; as that mode of reasoning which proves nothing. I have no fear, however, of the opinion others may form on the subject; and, having stated the reasoning I have formerly made use of in its true light, it will be for them to say what consequence should follow. The fact of fabrication I absolutely deny, and, I hope, have, in my former publication,

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publication, completely disproved, to the conviction of every impartial man. The only purpose that Mr. Stewart, in his zeal to criminate, could possibly assign as the reason for the supposed fabrication, I have so clearly proved could never exist, in my contemplation, that even Mr. Stewart is compelled to be mute upon the subject, and to own that he will not contest my motive with me, and, after three months have elapsed, neither his own invention and ingenuity, nor that of those whom he consults, can state any possible purpose to be answered by the supposed fabrication, but, on the contrary, are driven to make use of the despicable nonsense I have exposed.

THE following passage only remains, and for which a single observation will suffice :—" I have said in the Narrative, what I here repeat, That though the date of the letter given in by Mr. Frazer be changed, as he desires, from the 1st December 1780 to the 1st January 1781, it is still equally inconsistent and incompatible with the genuine letter of the 24th December 1780. I will not detain the reader, by a recapitulation of all the particulars to prove this, but may safely refer any one to the letters themselves *."—Here is still another instance, in which Mr. Stewart is afraid to face the argument made use of in the Answer. As therefore he has not ventured to controvert a single syllable it contains, in this respect, it remains in its original force. I have only to refer to it.

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* Reply, p. 65.

HAVING gone through the examination of my Answer, as far as it relates to my own conduct, and with what success the world is now enabled to judge, Mr. Stewart, with a zeal that has already proved of little service to his friends, stands forward in their defence, and to rescue them from that attack which he had originally brought upon them.—He says, “Before I proceed to what particularly regards myself, I must beg leave to say a very few words with respect to the virulent attack which Mr. Frazer has made upon the character of Colonel Hannay’s executors. I should leave it to those gentlemen to answer for themselves, were it not evident that the reflections against them are obliquely aimed at me*.”

THE passage (among others) against which Mr. Stewart thinks it proper to defend them, he quotes from my Answer—“It is perfectly clear that, at the time Mr. Ramsay Hannay applied to me for a copy of the account current, the executors had discovered the original, which at that moment was in their possession, and, consequently, the letter written to me was insidiously calculated to draw from me something that might afterwards be turned to my prejudice.” In answer to this, Mr. Stewart says,—“The note which requested the copy of the account was sent on the morning of the 22d. I am well assured, and was so at the time of writing the Narrative, that the discovery was not before the 23d†.” If the fact, as now stated, were true, it would be no answer

* Reply, page 68.

† Reply, page 69.

swer to what he calls the virulent attack made by me on the executors, nor would it make the slightest difference in the case. For, let it be considered in what light Mr. Stewart originally represented their conduct, and what purposes he ascribed to them. After having stated the discovery of the account, he proceeded—"Indignant at the
 "claim itself, but much more so at the refusal of all in-
 "formation concerning it, which they were now satisfied
 "Mr. Frazer himself knew to be false, *they did not think themselves at all bound to give him notice of this discovery.*" And he afterwards elegantly adds, "They determined
 "they would *turn the tables upon him*, and allow
 "him to tighten, with his own hands, the cord with
 "which he was evidently strangling himself." In another part he states, "It is a possible case, that might
 "have arisen upon this transaction, that Mr. Frazer might
 "have taken the oath *judicially*, which he tenders in this
 "letter. For, if the executors had been driven ultimately to *file the bill they meditated*, and supposing him
 "not to have at this time suspected, what he afterwards
 "found to be the fact, that the executors had discovered
 "the attempt, and were in possession of what would expose him; can any man doubt, that, with his note in
 "his hand, he would have suffered the bill to have been
 "filed, and would have stood upon his oath *?"—On this representation made by Mr. Stewart of the conduct of the executors, I alledged, what I now repeat, that they ought to have given me notice of the discovery of this account; and that, to file a bill, to get my answer upon oath as to the consideration of the note, with the account at the time in their own possession, which made such a bill unnecessary,

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necessary,

* Answer, pages 92 and 93.

necessary, could answer no purpose whatever, but to take the chance of my putting in a false answer upon oath, which, even if they supposed me guilty, was a mere act of revenge. This is what Mr. Stewart calls the virulent attack; and I am in the judgment of every man, whether it is any defence, that the account was not discovered till the day after the letter was written. The account is admitted to have been discovered long previous to the time when they are stated to have "*meditated to file a bill;*" and unless Mr. Stewart can now prove, and he has not even ventured to attempt it, that when they meditated to file the bill, they had not discovered the account, the charge remains with all its original force. For the utmost aim of the defence now set up is, that they did not by *that letter* insidiously attempt to draw from me, under my hand, evidence against myself; but if they did meditate by *their bill* (and this is admitted) to draw from me such evidence *on my oath*, this surely, if the first was bad, must be infinitely worse; and that even Mr. Stewart is compelled to own the first would have been improper, is apparent, from the very circumstance of his feeling it necessary to clear the executors of the charge, by a denial of the fact*.

* In the Answer it is stated, That I was informed of the executors having the account in their possession, by two of my friends, to whom they had confidentially communicated the circumstance; the communication the gentlemen alluded to made to me, proceeded entirely from their esteem for me; but it is proper, in justice to them, to declare, that as my friends, feeling themselves, I believe, uneasy, under the restraint of secrecy, they obtained the sanction of one of the executors, before they divulged the circumstance to me; and I certainly attributed entirely to this act of friendship, my discovery of the line of conduct adopted by the executors.

THUS.

THUS much as to his defence of the executors ; and, as they were not obliged to him for the manner in which he originally represented them to the public, I cannot bring myself to believe that they will consider his present vindication of their conduct as a measure for which, at least as to the execution, they have any remarkable cause to thank him. Whether or not they must stand acquitted in every honest breast, will not depend upon the assertion of Mr. Stewart ; but I will only observe, that, though they should be acquitted in his, it would not constitute even a single instance in proof of what he asserts.

* * * *

I NOW come to consider Mr. Stewart in a new light. Hitherto he has appeared in the character of an accuser, maintaining his original charge against me : but we are to change situations ; and it becomes my business to examine what he is pleased to call a vindication of his own conduct, in the instances in which I have accused him *. Some explanation of that conduct was undoubtedly due to the public at large, but it was most peculiarly owing to

* I pass over the few observations he has made, to shew that he entertained no malice against me, leaving it with the world to determine upon this assertion, from the nature of both his publications ; nor is it necessary to stop to take particular notice of the assertion, that the executors made no secret of the opinion they entertained, any otherwise than to state, that, if they declared any opinion disadvantageous to me, it was in my absence, nor was I ever informed of it. The falsehood again stated, that I found my society shunned, need not again be answered.

the respectable profession to which he belongs ; for if he deserves the epithets I have publickly applied to him, or if he can give no sufficient answer to the charges I have made, as they affect his conduct as a man of spirit, he cannot too soon be stripped of that dress, which no coward should be suffered for one instant to wear.

BUT before I proceed to examine Mr. Stewart's vindication of his conduct, it may be necessary to give an answer to a question he puts, respecting my own. He asks, " How it happened that three weeks elapsed, after the " affair of the Bengal Society, before I called on him for " satisfaction ? " To this I answer, That three weeks did not elapse from the time I heard of the affair, before I wrote to him on the 25th March. I have endeavoured, but without success, to ascertain the exact day when Mr. Stewart's conduct was reported to me. From that time, whenever it was, the interval was employed in necessary arrangements ; and the moment I had settled these, I called upon Mr. Stewart. And now I come to consider the effects that call produced : And, as this is a point of the utmost delicacy, and, indeed, of the last importance to his reputation, he is undoubtedly entitled to have his defence, in this respect, fully and fairly considered, and I will endeavour to consider it accordingly ; but, as the numerous causes I have for strong resentment against him, may be supposed to render my examination less dispassionate than it would otherwise be, I beg that I may be strictly watched by others, and that my own character may be estimated, as I treat his fairly upon this critical subject.

THE accusation I originally made against Mr. Stewart, was a direct charge of cowardice ; and I signed my name to a letter in the public papers, in which I applied to him, in

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express terms, the epithets of "RUFFIAN" and "COWARD." In my Answer to his Narrative, I stated more at large the several circumstances on which I grounded this accusation; and to that answer Mr. Stewart has now replied, endeavouring to turn the charge upon me; so that I am doubly called upon to go fully into the subject; first, to vindicate my own character, as now attacked, and next, to shew that I was not guilty of any misrepresentation in the charges I preferred against him.

THE reader is already apprized, that, soon after I was informed of the manner in which Mr. Stewart had treated my character at the Bengal Society, I wrote him a letter, dated March 25th, 1785, containing the following passage:—"Though I might trust a long-established integrity
 " and honour, receiving little injury from such an attack,
 " yet it is a duty I owe to conscious innocence, immediately to demand of you a suitable apology, or the satisfaction due to a much-injured gentleman."—To this Mr. Stewart, on the same day, answered—"The facts I
 " mentioned can be supported, if necessary, by the testimony of several individuals here, as well as by a reference to your own correspondence and accounts; all of
 " which, of moment to the subject in question, are on the spot, and can be forthcoming. This is the only satisfaction the thing admits of; for, as I am not conscious
 " of having mis-stated any fact, there is no room for any apology."—On the 26th March I replied—"I have
 " this moment your note, bearing yesterday's date. Passing over, *for the present*, the first part altogether, I am
 " ready, *in the first instance*, to meet you by a reference to
 " original

“ original papers on the spot; and if you will refer the
 “ investigation to three impartial gentlemen on your part,
 “ name them, and I will appoint the same number of
 “ gentlemen to meet them for the purpose; but it must
 “ be done immediately.”—To this Mr. Stewart con-
 fented; and the award was made, which I have already
 mentioned. Mr. Stewart, in his Reply, observes,—“ Was
 “ I to fight, because, upon an occasion where it became
 “ necessary, I told a fact, notorious in the country where
 “ it happened; which was likewise known to many in
 “ London, and which I was ready, if desired, to support
 “ by evidence? Mr. Frazer is obliged to confess that I
 “ was not; for if the charge was true, satisfaction, in
 “ that shape, he had no title to ask or expect. Had I in-
 “ stantly agreed to meet Mr. Frazer, on receipt of his let-
 “ ter of the 25th of March, 1785, I should have been
 “ counted a fool and a madman by every person of com-
 “ mon sense, let their feelings of honour be as nice as ever
 “ dwelt in the human breast. I should have been asked
 “ by all, Were there no proofs of the charge in your
 “ power? Ought not you, *in the first place*, to have offered
 “ to exhibit those proofs? I did so; and the next day
 “ produced a proposal from Mr. Frazer to arbitrate,
 “ which I was advised to agree to.”

IF the only fact, on which I had charged Mr. Stewart
 with cowardice, consisted in the refusal of my challenge,
 when it was first sent, there might be some colour at least
 for the above observations; but though I thought then, as
 circumstances have since proved the fact beyond all doubt to
 have been, viz. that this refusal proceeded from fear, and not
 from

from the reason assigned; yet, if I had no other evidence of this than the refusal itself, it is a subject on which the world, perhaps, might differ. But when Mr. Stewart puts this question into the mouth of every person of common sense—when he says, That if he had agreed to meet me, on the receipt of my letter, he should have been asked by all, “Ought you not, in the *first place*, to have offered to “exhibit proofs of your charge*?” he admits, that if, after these proofs were exhibited, I was acquitted of his charge, the opinion of all must have been, that he was bound, in the *next place*, to give me the meeting. And upon this proposition no two persons of honour can for one moment differ, viz. that the instant my character was cleared by the tribunal to which he had himself agreed to refer the question, he was undoubtedly bound to meet me.—It was, therefore, chiefly on the ground of his conduct pending the enquiry, and subsequent to it, that I rested my charge; and it will be curious to observe in what manner he attempts to get rid of it. In page 79, he says, “The next charge against me is, that, as soon as the arbiters were named, and the time of their meeting fixed, I wrote Mr. Frazer, “That I was under the necessity of going abroad on particular business, and proposed to set out;” which he seems to think affords him vast matter for triumph. I was going to run away from him, but he chained me to this country by a letter. In the first place, I then, as now, thought it perfectly impossible that any two impartial men, with the evidence before them which has since been submitted

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* Reply, page 79.

“ to the public, could differ in opinion about Mr. Frazer’s
 “ conduct ; and my conclusion is now fully justified.”
 And he afterwards adds, “ But, independent of the
 “ conviction in my own mind of the termination of the
 “ award, I was under the necessity of going abroad on bu-
 “ siness of consequence—the time of my departure was
 “ fixed by the sailing of the packet from Falmouth,
 “ which was announced for a certain day. Not appre-
 “ hending, therefore, that my remaining in town could
 “ be at all necessary, I wrote to Mr. Frazer, that I was
 “ about to set out ; but the moment he suggested that
 “ there might be an alternative, and that there was a possi-
 “ bility of the affair coming to a personal issue, I com-
 “ plied with his request, and by doing so missed the
 “ packet *.”

EVERY line of this singular passage affords ample room for observation ; and I pledge myself to prove, so as not to leave a particle of doubt, that it is, from beginning to end, the record of his indelible dishonour.

THE first reason assigned for his intending to go abroad on the very day when the arbitrators were to meet, is his own belief, as he asserts it to have been, that no two impartial men could differ on the subject of my conduct. Now, to give him all possible advantage in the argument, supposing this to have been really the conviction he felt, was he justifiable, as a man of honour and spirit, in not waiting till the decision of the arbitrators was known ? Where a difference has arisen between

two gentlemen, in consequence of which a challenge has been given, and refused on the plea that the very cause of dispute is of such a nature as to deprive the person giving the challenge of all right to the satisfaction of a gentleman, and it is mutually agreed, that the challenge shall be suspended till other gentlemen shall have decided whether this plea be just—can the party, who has refused the challenge, be said to act as a man of honour and spirit, if he attempts to withdraw out of the country while the enquiry agreed to by himself is depending, the result of which is to determine, whether he is not bound to accept the challenge he has refused? By such means every coward would secure his retreat; he would only have to refuse the challenge, in the first instance, on the ground that his antagonist was not entitled to the satisfaction of a gentleman—to refer this to the decision of others—to run away while that decision was depending—and afterwards alledge, that he really did not think *any two impartial men could differ on the subject*.

MR. STEWART, however, goes further; — and he states, “ That his conclusion is now fully justified; “ for that it now appears to have been *perfectly impossible that any two impartial men could differ in opinion about my conduct* *;” or, in other words, could do otherwise than believe me to be *guilty of the charge*. And this he boldly ventures to assert, after an award, in which *six gentlemen, three of them being of his own appointment,*

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* Reply, p. 79.

ment; unanimously acquitted me of the charge he had preferred. Perhaps he will endeavour to answer me, by alledging that these gentlemen were not impartial; of which I shall say more hereafter—but at present let this short question be put to him: If Mr. Frazer, the day after this award had been delivered, had required from you, Mr. Stewart, to give him a personal meeting, could you have refused, when an end was put to your plea for avoiding him, by the very persons you had yourself appointed to examine the validity of that plea?—Mr. Stewart dare not answer this question in the affirmative;—then, on the other hand, how can he dare to assert, that he is now justified by the event in attempting to go abroad, on the ground, that no two impartial men could, by their award, ever render it incumbent upon him to meet me—when, by the award actually made, I was fully acquitted of that charge, the supposed truth of which he had interposed as the only obstacle to prevent it? The award directed, that the parties should not seek any further satisfaction, in which I very reluctantly acquiesced; but this makes no difference in the argument, as to Mr. Stewart's conduct in attempting to go out of the country the very day before the award was to be made.

BUT the next passage is wonderful indeed! Mr. Stewart says, “ Not apprehending that my remaining in town
 “ could be at all necessary, I wrote to Mr. Frazer that I
 “ was about to set out; but the moment he suggested
 “ there might be an alternative, and that there was a
 “ possibility of the affair coming to a personal issue, I
 8 “ complied

“ complied with his request, and by doing so missed the
 “ packet ;”—and shortly after he adds, “ That I deferred
 “ my challenge to the very eve of his departure *.”——

Mr. Stewart has, therefore, now taken his own ground. To the world at large, to the gentlemen of his own profession, he has given, what he deems, a justification of himself. No longer confiding in the pretence, that he believed no two persons could differ in opinion upon my conduct,—not daring to assert, that, while it was possible the matter might come to a personal issue, he could be justified in an intention to go off—he rests his defence on this specific fact, viz. That, at the time he signified to me his intention of going abroad, there had been no suggestion on my part that the affair might come to a personal issue ; and that I had deferred giving him any challenge till on the eve of his departure, when I learnt from himself, that he was under a necessity of going abroad the next day.

If all this were true, still it would not amount to a justification of his conduct ; but, at least, I readily admit it would prove, that I have scandalously and basely misrepresented him, when I stated to the public, That, after having received and refused a challenge, he attempted to go out of the country, on the evening preceding the day on which it was to be determined, whether it was not incumbent upon him to give me the meeting. This, I say, would be the state of the case, even if what he now alleges were true. But a falsehood more gross, and at the same time more glaring, cannot possibly exist in the
 nature

* Reply, p. 80.

nature of things. On the 25th March 1785, I wrote to Mr. Stewart, demanding “ the satisfaction due to an “ injured gentleman;”—the same day he answered, “ That “ a reference to my own correspondence and accounts, “ to prove the facts he asserted, was the only satisfaction “ of which the case would admit;”—on the 26th of March I replied,—“ I am ready, *in the first instance*, to “ meet you on this ground:”—on the 28th arbitrators were appointed:—on *the 29th* I received a letter from Mr. Stewart, stating, “ I am under a necessity of going “ abroad on some particular business, and have, though “ promising to be of much inconvenience to myself, deferred my departure for a day or two, in order to appoint the meeting in question. I do not suppose that “ my further presence will be necessary, and therefore I “ now propose setting out:”—on *the same day*, and almost immediately, I answered,—“ Your presence is indispensably necessary at the meeting; for, though I readily “ meet you first on this ground, you will recollect, that “ my demand of the 25th is not to be receded from; “ and, as a gentleman, I expect you are on no account “ to quit the place till the business is settled:”—to this, on the 30th March, Mr. Stewart replied,—“ Unless “ the arbitrators shall decide, that the impressions I received of, and communicated, regarding you, from “ your conduct in the matters that came before me, as “ specified in my letter to you of the 27th, have been “ groundless, I neither can, nor will, make any other “ reply to *your demand of the 25th*, than what is contained

“tained in my answer of the same date*.”—And yet, with the whole of this correspondence in proof against him—with the fact expressly stated under his own hand, That I demanded satisfaction of him *on the 25th March*, he has now the assurance to assert, that the *first moment* I suggested *the possibility of a personal issue was on the 29th March*, after I had been informed of his intended departure;—nay, further, he has the consummate effrontery to reproach me with a want of honour and spirit, in having *deferred my challenge till the 29th March, the eve of his intended departure*;—that very challenge, which it thus appears by his own letter, he admits himself to have received *on the 25th of March*—and which I had only consented to suspend till such time as the opinions of the arbitrators should be known.—And, having stated these facts, I shall now leave it with the world at large, and with his own profession in particular, to determine, whether he has acted the part of a man of honour and spirit, or whether he has not proved himself a mean and dastardly poltroon, equally destitute of courage and of truth; and who stands detected and foiled in an impudent attempt to conceal his cowardice by a most gross and audacious falsehood?

BUT in this instance, as in others I have had occasion to point out, the absurdity and folly are equal to the falsehood of what he states. For when he charges me with having deferred my challenge to the very eve of his departure—and attempts from this to infer, that I did not act with proper spirit myself—can any thing in the way of reasoning be more completely
absurd,

* Answer, Appendix A.

absurd, even supposing the fact were true? For if such an argument can have any meaning, it must be, that I deferred my challenge till I knew it could not be accepted;—but here the fact is directly otherwise—for, instead of suffering him to go abroad, as I might have done, I prevented his departure, and insisted upon his stay—a strange instance, indeed, to prove that I did not act with spirit, or, in other words, that I did not wish to meet him!——But he asks, “If he had intended to fly from me, would he have given me notice of his intention *?”—To this I answer, I never supposed him to be such an absolute idiot, as to run away at all events; and I admit, that, if he had intended this, he would not have given me notice of his intention. But the fact is, he flattered himself that I would make no objection to his going, at least he was willing to take the chance of it; for how could it otherwise have entered into the imagination of any gentleman to write another, that he meant to go out of the country while such an enquiry was depending? Let any person, in reading this, pause for a moment—and put the question to himself, Whether, under similar circumstances, it could have possibly occurred to him to act in such a way? Mr. Stewart says, he thought his further presence could not be necessary. Could any person have thought so but himself? or, is there any man who will believe he had really formed such an opinion?

BUT there is one circumstance yet remains to be pointed out, which, of itself, if it were the only one in point to the present subject, would be absolutely conclusive. In the

83d

* Reply, p. 80.

83d page of his Reply, he states, " Mr. Frazer wrote me
 " a letter, containing this expression—" *You should not*
 " *have said* the matter of my demand on Colonel Han-
 " nay's estate came judicially before you, as one of the ar-
 " bitrators between that estate and Colonel Harper;" an
 " expression (Mr. Stewart adds) which *I construed into an*
 " *allegation that I had told a falsehood* *." Now in what
 manner will it be expected of an Officer to have acted, on
 the receipt of a letter, which he himself admits he con-
 strued to throw a charge of falsehood in his teeth? To
 nauseate, but yet to swallow and digest the Lie—should
 this be the conduct of a military man? or, should the proud
 feelings of indignant honour burst in a storm of vengeance
 on the author of such an insult? Let me not be considered,
 by any military man, as putting the question to him, for I
 know it would be treated with scorn;—but of men in com-
 mon life I ask, Can there be any affront which more vio-
 lently impels every person, who holds the rank of a gen-
 tleman in society, and regulates his conduct by the prin-
 ciples of honour, to claim that last atonement which the
 laws of honour dictate? I will put the question plainly
 and simply to every gentleman:—If he received a letter, a
 passage of which he construed into an allegation that he
 had told a falsehood, how would he act? There can be but
 one answer, from persons of such a description. But to put
 the question in a different shape:—If, in a company of gen-
 tlemen, a person appearing to be an Officer were to say, I
 received a letter, which I construed into a charge that I
 had told a falsehood; I was stung to the quick by this in-
 S fulting

* Reply, p. 83.

ulting epistle—and—what would every man expect should follow?—and—I wrote a letter in answer to this insulting epistle, accusing me of falsehood, in which answer I expressed my hope that it would terminate my correspondence with the author of this insulting epistle, and immediately after I set sail for another country, and continued abroad for upwards of a year—What, on the conclusion of such a story, would the sentiments of every gentleman present be?—Would he not immediately conclude, that a person wearing the dress of a military man, and yet betraying such a total want of every sentiment that belongs to the military character, must be some impostor, who had assumed a garb he had no title to wear?—And yet the case I have now put is, in every minute particular, the case of CAPTAIN STEWART.

For, immediately after having stated, that he construed my letter to contain a charge of falsehood against him, he proceeds—“ Stung to the quick by this insulting epistle, “ from a man I knew to be guilty of an action the most “ dishonourable, and who had been acquitted of the “ charge by the partiality of his own friends, and the lenity of mine, I wrote the letter which is in the Appendix to the Answer, C, and concluded with expressing my “ hope that it would terminate our correspondence. Immediately after the receipt of Mr. Fraser’s letter, I set sail “ for Lisbon, and continued abroad till February 1786 ; “ which accounts for a silence he affects to reproach me “ with*.” Here then, in the first instance, is Mr. Stewart’s

* Reply, p. 83 and 84.

art's account of his own feelings. He felt the epistle to be an insult, and the insult stung him to the quick. Thus insulted, and thus stung, What did he do?—He wrote an answer, in which “ he hoped we might have no further “ intercourse, and immediately went abroad.” And this (incredible to believe!) is Mr. Stewart's own account of his feelings and of his conduct.

BUT I am perfectly aware there is a circumstance, which, he may contend, gives a different colour to the transaction; nor do I mean to sink it in the present consideration of the subject. He says, the letter was from “ a “ man he knew to be guilty of an action the most dishonourable, and who had been acquitted of the charge by “ the partiality of his own friends, and the lenity of the “ friends of the person who had accused him.” Taking this for the moment to be true, will it justify him in the line of conduct he pursued? I was *acquitted of the charge*; this he states in express terms. Was I then, even though that acquittal had proceeded from partiality and lenity, a person from whom an Officer could receive the lie, and be justified in not calling me out? This is surely putting the question most favourably for him; and yet what must the answer be? But the assertion is altogether untrue. I was not acquitted by any partiality on the part of my own friends; nor will Mr. Stewart venture to assert, that, at the time he wrote the answer to that letter which he construed into a charge of falsehood, even his own arbitrators had gone the length of stating to him what he now asserts, namely, that I was acquitted by the partiality of

my friends, and their own lenity. I call upon him, if he can, to produce any such declaration from these gentlemen. If, therefore, Mr. Stewart had not, at the time of writing his answer, received any such representation from his own arbitrators, any declaration they have since made cannot justify his previous conduct. But, to go to the utmost reach of the argument in his favour, it could not have justified him even then. For suppose, the very day after making an award, in which they stated that they acquitted me of the charge, after a careful investigation and a particular enquiry, they should have done what has since happened, viz. declare, that, " finding my arbitrators would not admit the idea of
 " my being capable of any improper motive, they were
 " prevented from entering into so full an investigation of
 " the business as would have enabled them to give any de-
 " cided opinion upon the subject, and that they were ready
 " to acknowledge, that, in giving the award, they were
 " influenced by motives of humanity, and a desire to pre-
 " vent any disagreeable consequences that might follow ;"

I say, supposing this declaration had been made public, or, at least, notified to Mr. Stewart, before he wrote his answer to what he calls my insulting epistle, and which, he states, he construed to contain a charge of falsehood against him, would he have been justified, under this declaration, in submitting quietly to the insult he received? For how would the case have stood? Six gentlemen had concurred in acquitting me, by an award, stated to be the result of a particular investigation and careful enquiry; they had all signed
 their

their names to a paper, asserting the fact of such investigation and enquiry; three of them had, however, afterwards declared, that there was not such an investigation and enquiry as enabled them to give any decided opinion upon the subject; the others abided by their award; why then, by the opinion of three I was *fully acquitted*; whereas the other three, at the utmost, could only state, in the very act of impeaching their former award, *that they had not formed any decided opinion on the subject*. Now, considered in this view (and I trust I shall be deemed to have stated the subject fairly) did Mr. Stewart act as a man of courage, in submitting to an insult, when he admits himself to have been thereby stung to the quick, and to have tamely pocketed the lie? But, in truth, the very declaration of his own arbitrators of itself supercedes the necessity of putting any such question; for they state their view, in assenting to the award, to have been, that they might “*prevent any disagreeable consequences that might follow*”—follow what?—their differing in opinion with the other arbitrators—and to what disagreeable consequences could they allude, but to a personal meeting? So that even the declaration of his own arbitrators goes to this extent, That, in case they had actually differed with the other arbitrators, a personal meeting betwixt Mr. Stewart and myself might have happened. Is not this evincing a consciousness on their part, that, under such circumstances, he would have been bound to meet me?—that I was not a man whom, by the laws of honour, he could avoid. How much more, then, was it incumbent upon him to give me the meeting, when, instead

instead of expressly differing from my own arbitrators, the utmost length they could go was to declare, that they had formed no decided opinion upon the subject. This is the construction which, I am confident, every man of sense will put upon their declaration; but if I have mistaken their meaning, it will be easy for Mr. Stewart to procure the contradiction.

BUT now to shut up the last avenue of escape—and to blast him beyond the power of redemption—it only remains to shew, that, long subsequent to the time of his writing this letter, *he himself* considered me as a man with whom he was bound to go out, if called upon. In page 87 of his Reply, he states, speaking of what passed at our meeting in the House of Commons—"I informed
 " Mr. Frazer, that I had already shewn the Narrative to
 " Major Gardner; and this gentleman, at that very time,
 " had sent it, by my desire, to a friend of Mr. Frazer,
 " who declined the perusal, but acquainted Mr. Frazer of
 " the circumstance. It is evident that he had then re-
 " ceived from me the provocation he alludes to, and might
 " *easily have met me*, had he seriously entertained any such
 " intention*."—And now I leave the reader to divine how I might easily have met him, unless he was ready to meet me. To meet another in the field, who will not meet you there, is, I should apprehend, not a matter that can easily be accomplished. If I could have met him easily, it must have been because he was prepared to give me the meeting. Here, then, is his own damning declaration, that, subse-
 quent

* Reply, page 84.

quent to the award, I was a person with whom, if called upon, he would have gone out. In what light therefore does he stand? As a man who, according to his own representation, received a gross insult, and a charge of falsehood, which stung him to the quick, from a man with whom he would have gone out, if called upon; and yet, instead of calling upon that person himself, he wrote him a tame and abject answer, expressing a hope that it would terminate their correspondence, embarked on board a ship, and sailed to another country.

AND, having now finished what observations I deemed it necessary to make, upon a subject, the very mention of which must be hereafter disgusting to every man of real spirit, before I take my leave of it altogether, it may be proper to add a very few words upon the letters with which the Appendix to Mr. Stewart's Reply concludes. It is no uncommon thing for a coward to attempt to redeem his lost character, by seeking the very situation he had before avoided. Nay, it is so highly probable that such a man, unable to exist under the sense of shame and public scorn, will even hunt out the opportunity of meeting danger, that it is one of the laws of honour, that no gentleman is bound to accept a challenge from him who has once shewn himself deficient in that spirit which every gentleman ought to possess. If therefore he had given a challenge, in a case where it was probable that it would be accepted, it would in no respect disprove my charge, arising out of specific facts. But is there any man who has lived in the world, who does not laugh at the terrific epistles,
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which are published to blazon the courage of this military hero? Is there a man who would not have predicted with certainty, in his own mind, what the effect of challenges, given under such circumstances, must be? Can it be supposed that any gentlemen, not engaged in a dispute betwixt two others, and having declared no specific opinion on the subject, would hesitate to declare, that a general expression, made use of by them in a letter to one, and not pointed as a reflexion against the other, was not intended to be so applied? It is perfectly ridiculous to suppose the contrary. And the publication of these letters, with the answers, only proves, that, being conscious that he must be considered by the world as a man destitute of courage, from his conduct towards me, he felt the necessity of taking some measures with respect to others, that he might, if possible, redeem his lost character. But, as I have already stated, even if the occasion sought had been a real and a fair occasion, it would only have been the usual resource of a stigmatized coward—what effect then can it produce in his favour, when the challenges given are perfectly farcical in themselves?

AND thus, having fully answered the several observations made by Mr. Stewart in vindication of his own conduct as a man of courage, and in disparagement of mine, I hope I have put him into a proper temper of mind to adopt, in future, the advice he was so charitably disposed to administer to me, namely, not to draw the public attention to a character, which can only pass without censure when it passes without observation. Does he think the observa-
tion

tion he has drawn upon his own character will exalt him in the public opinion and esteem? No—he cannot be so misled; for it is the curse of such men as him, that though they may succeed in deceiving others, they cannot deceive themselves. The hisses of his own conscience will ring for ever in his ears. He will see the Coward in his shadow wherever he goes—and, to the latest moment of his life, he will deplore the fatal hour that engaged him in a contest, which has rendered him an object for the scorn of others, and (what is infinitely worse) for his own contempt.

BUT there is likewise another charge arises on this part of the Reply, of which I feel it incumbent upon me to take some notice. He says, “ Mr. Frazer did not act as a man of honour, or spirit, in hurrying on an arbitration, *which he appears evidently to have done*, in order to give as little time as possible for investigation.” And, lest there should be any doubt of the truth of this charge, in the minds of those who may read his book, the words, *which he appears evidently to have done*, are printed in Italics. This is undoubtedly a serious accusation, and requires an answer.

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AND, in the first place, I may readily assume, without the fear of having my proposition controverted by any man of honour or spirit, that, after I had challenged Mr. Stewart, and agreed to suspend my claim to satisfaction till six gentlemen should have examined whether I was entitled to it or not, it was incumbent upon me, by every rule of honour, and every sentiment of spirit, to suffer no unnecessary time to elapse, but to bring the business to an issue as soon as possible. Taking it to be true, for the moment, that I did hurry on the arbitration, for what purpose could this be done?—In order, says Mr. Stewart, that, by giving as little time as possible for investigation, I might be acquitted of his charge, that is, that I might deprive him of his only pretence for refusing to meet me—and, to prove the want of spirit, upon my part, he endeavours to shew, that I wanted to kick out of the way the only obstacle that could prevent our meeting. But, on the other hand, as a man of honour, I admit it would have been improper to have hurried on the arbitration, so as not to give sufficient time for a due investigation. But is this the fact? Mr. Stewart, in his first letter, stated—“The facts I mentioned can be supported, if necessary, by the testimony of several individuals here, as well as by a reference to your own correspondence and accounts; *all of which, of moment to the subject in question, are on the spot, and can be forthcoming.* This is the only satisfaction the thing admits of*.”—Now this undoubtedly was not the language of a man, who was not ready to enter into the proof of his own charge. On the contrary, he represents

* Answer, Appendix A.

sents himself as in a state of complete preparation—all his evidence on the spot, and ready to be produced. When, therefore, in my answer to this letter, I agreed to meet him, in the first instance, upon this ground, I added, “it must be done immediately.” To this Mr. Stewart made no objection whatever. On the contrary, when I afterwards informed him, “I expect the proposed investigation shall be in the course of *two days* at furthest,” he replied, “I am *ready* to enter on it *immediately* *”—and yet now he has the baseness to alledge, that I hurried on the arbitration, in order to give as little time as possible for investigation. But how can I be said to have hurried on that arbitration, which, when I desired might take place in *two days*, he informed me he was *ready* to enter on *immediately*? Or in what manner can I be said to have given *as little time as possible for investigation*, when told by my accuser himself, that all his evidence was *on the spot* and *forthcoming*? Could a meeting be too soon appointed, under such circumstances? and that too in a case of honour, where my character was grievously suffering from every moment of delay. On the other side, if I had shewn a wish to postpone the enquiry, to what observations should I not have been exposed? How easily might it have been said, That I shrunk from the inquiry on which Mr. Stewart was ready to enter; and that, being afraid to meet that body of evidence, of which he informed me he was in possession, I sought security in delay, and was willing to take the chance of accidents in my favour. Yet now, because I have pursued an opposite conduct; because I professed myself ready and willing to meet Mr.

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Stewart,

* Answer, Appendix A.

Stewart, without improper delay, on his charge, after being informed by himself that he was ready to enter immediately on the investigation, and fully prepared with all his evidence—when the meeting actually took place, without a single objection on his part, or even the hint of a wish that it might be postponed—he thinks proper to represent me to the public as having hurried on the arbitration, to prevent a proper enquiry taking place!

* * * *

I NOW come to a subject, on which, I trust, if I bestow some attention, I shall be excused, as it relates to the conduct of other gentlemen, and not merely to my own. Mr. Stewart says, “The arbitrators met on the 30th March, 1785, and, after a consultation of two hours, signed an award, which Mr. Frazer ought to blush when he produces to the public—an award, of which the gentlemen who signed it must, in some degree, be ashamed *.” Now, as this award was signed by all the arbitrators, as well the three appointed by Mr. Stewart as by me, the imputation, so far at least, is general, and shame is equally cast upon all. To those friends, who were appointed by himself on this occasion, I leave it to express *their* obligation to him, for the light in which he

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* Reply, p. 80.

has represented *them* to the Public ; but I feel it to be an indispensable duty to rescue those who attended upon my part, from a calumny so impudent and foul.

The reason why they must be ashamed of having signed this award, he states as follows—" They certified, that
 " they had carefully investigated the money transactions
 " between Mr. Frazer and the executors of Colonel Hannay, which had been reported to the prejudice of the
 " former ; and, after the most particular enquiry, they
 " were of opinion, that Mr. Frazer was acquitted of any
 " intention to defraud, at the same time that his inaccuracies in his accounts and correspondence were sufficient to have misled me. Could it be believed, if it
 " were not established, that there was *no investigation, no enquiry* ;—that the arbitrators did not *examine the evidence, in support of the charge, ready to be produced, and actually offered* ? Two of Mr. Frazer's referees did indeed assert, in the news-papers, that they put many questions to Mr. Johnston Hannay, who attended ; but, upon his denying it, and calling on them to say what these questions were, they had forgot all *." And in the same page he afterwards adds—" The truth is, as the three gentlemen named by me afterwards declared under their hands, that the arbitrators on the part of Mr. Frazer, though chosen in conjunction with mine, purposely to try the question, Whether he was guilty of an intention to defraud ? and no other, would not admit the idea of his being capable of it ; that is, they came to the meeting predetermined to acquit him ; and they had influence with my arbitrators to obtain their concurrence.

“ rence. The after declaration of my friends, Mr. Frazer
 “ calls “ An abuse of trust, and a violation of justice ;”
 “ and he argues, that as they had given it under their
 “ hands, by the terms of the award, that they had care-
 “ fully investigated the matter, credit ought not to be given
 “ to their subsequent and opposite account. To any per-
 “ son who has read the Narrative and the Answer, and
 “ who shall read this Reply, the thing itself will prove,
 “ that a careful investigation, and a most particular en-
 “ quiry, could not be made, and a decided opinion form-
 “ ed, at a meeting which lasted but two hours *.”

AND first, it is necessary to point out on what ground Mr. Stewart asserts (and in Italics) that there was *no investigation, no enquiry*. In answer to a letter written by him, the following paper was published by his own arbitrators, just before the election.

“ S I R,

London, 4th April, 1787.

“ WE have received yours of this date ; in reply to
 “ which, we have to inform you, that, finding Mr. Fra-
 “ zer’s arbitrators would not admit the idea of his being
 “ capable of any improper motive, we were prevented
 “ from entering into *so full an investigation* of the busi-
 “ ness, as would have enabled us to give any decided opi-
 “ nion on the point ; and we are ready to acknowledge,
 “ that, in giving this award, we were influenced by mo-
 “ tives of humanity, and a desire to prevent any disagree-
 “ able consequences that might follow ; and we declare,
 “ that nothing could have induced us to sign the award,
 “ had we conceived it possible that it would, in any way,
 “ have

* Reply, pages 81 and 82.

“ have been interpreted so, as to throw the most distant
 “ reflection on your character : and we are extremely sorry
 “ to observe, that Mr. Frazer, by the letter he wrote to
 “ you subsequent to the award, which was accepted by
 “ him as final, has given occasion again to open the busi-
 “ ness. “ We are,

“ Your most obedient servants,

“ WILLIAM CAMPBELL,

“ A. BALFOUR,

“ M. RIDDELL*.”

THE expression, therefore, in this very paper, on which alone Mr. Stewart can build, proves him to have asserted an untruth, even in the case of his own arbitrators ; for when they state, that they were prevented from entering into *so full an investigation* as would have enabled them to give any decided opinion on the point, they admit, by necessary implication, that *some* investigation was made, though not, according to their idea, *sufficiently full*. Yet, says Mr. Stewart, in contradiction to them, there was *no investigation, no enquiry*. Nor is this all ; for he ventures to contradict his own arbitrators in this respect, though he knows, and admits, that all the arbitrators continued together during *two hours*. But, as it might occur to some person to ask him, How these *two hours* were employed, if there was *no investigation, no enquiry* ? he has had the caution to prepare himself with an answer to this question, though not a very satisfactory one ; as I trust it will be owned. For in the very next page he takes a ground of argument entirely inconsistent with his former assertion, and,

* Answer, pages 33 and 34.

and, abandoning the point of no investigation, no enquiry, restores his own arbitrators to that credit of which he had deprived them (but only, as it will be seen, to fix a new imputation upon them); and he argues, “ that a *careful* “ investigation, and a *most particular* enquiry, could not “ be made, and a decided opinion formed, at a meeting “ which lasted but *two hours*.” But how can the question arise, Whether two hours were sufficient for a *careful investigation*, and a *particular enquiry*, if what he had before stated were true, viz. that there was *no investigation, no enquiry*? The most glaring inconsistencies, the most palpable contradictions, are so familiar to this gentleman, that he seems almost to write for no other purpose. In this instance, he first asserts, in contradiction to the award, and to his own arbitrators, that there was *no investigation, no enquiry*, and, having done this, immediately afterwards labours to prove, that *two hours*, employed in investigation and enquiry, were not sufficient for the purpose!

THE same observations will apply to his assertion, that there was no evidence examined in support of the charge; an assertion, it is, however, further to be observed, the declaration of his own arbitrators does not warrant him to make. But, though the very nature of the case proves the reverse, and he can derive no support from any declaration made by his own arbitrators on the subject—on the contrary, the only declaration they have ever made public is against him—he chuses to bring forward other evidence in support of his assertion; and, after having stated, “ that “ the arbitrators did not examine the evidence in support “ of the charge, ready to be produced, and actually offered,”

ston Hannay ; this declaration is contradicted by two of my arbitrators, men of irreproachable honour, the third being gone abroad ; and, though this contradiction is to a fact which must have happened in the presence of Mr. Stewart's arbitrators, they do not stand forward to contradict my arbitrators, and to support Mr. Johnston Hannay.— Under these circumstances, I repeat the question, supposing this difference to proceed merely from a different recollection of the case, on which side does the probability lie ? On the other hand—an idea which I do not chuse to admit into my mind—if it were a question of intentional falsehood on the one side or the other, could Mr. Johnston Hannay be believed, against the other two gentlemen, under the circumstances I have stated ?

BUT, that it may not be said I have, in any respect, misrepresented this part of the subject, I shall here draw into one point of view the material passages of the correspondence relating to the fact in dispute. On the 10th April 1787, Mr. Johnston Hannay published the following letter in the Morning Post, and other daily papers :—“ In a letter published in most of the papers
 “ of yesterday, addressed to the proprietors of East
 “ India stock, and signed J. Frazer, it is stated, “ That
 “ Mr. Johnston Hannay, one of the executors of the
 “ late Colonel Hannay, attended the arbitrators with
 “ accounts and letters for their information, and they
 “ heard every other information Mr. Hannay chose to
 “ give. As the particular wording of this passage may
 “ tend to induce an idea, that I gave other information
 “ than what the accounts and charges supplied, and that
 6 “ it

" it remained with me to have given more, if I had
 " chosen, I think it my duty, in order that my name
 " may not be involved in a mistake, to state the fact
 " (according to the best of my recollection) which was,
 " that I attended the arbitration alluded to, at the
 " instance of Mr. Stewart, with such papers as were in
 " my possession, relative to the subject in dispute between
 " the parties, as a witness; but no questions relative to
 " it were asked me, and, of course, I gave no infor-
 " mation."—To this an answer appeared in all the
 papers, signed by Mr. Frazer and Mr. Conway, two of
 my arbitrators, stating as follows: " We, the under-
 " signed, being two of the arbitrators appointed by
 " Mr. Frazer, to enquire into Mr. Stewart's charge
 " against him (the other arbitrator on behalf of Mr.
 " Frazer, Mr. Hugh Baillie, being now on his way to
 " India) think it incumbent on us to declare, that Mr.
 " Johnston Hannay did appear as a witness before us
 " and the other arbitrators, and was the only person
 " of whom we made any material enquiry on this bu-
 " siness, or from whom we obtained any information rela-
 " tive thereto. And we further declare, that we, seve-
 " rally, did ask *many* questions, and receive *many* expla-
 " nations, from Mr. J. Hannay, relative to the business
 " then agitated; and that it was not until we were
 " possessed of all the information deemed necessary, that
 " the award was signed by all the arbitrators appointed
 " to investigate the business."—On Monday the 16th
 April, a letter appeared from Mr. Johnston Hannay,
 addressed to Mr. Simon Frazer, and prefaced with a letter

from Mr. J. Hannay to the editor of the paper, re-afferting his former declaration, and adding, “ If Mr. Simon Frazer and Mr. Thomas Conway should continue to entertain any doubts as to the correctness of my recollection, they may, if they think proper to assist their own, apply to the three referees who attended on the part of Captain Stewart.”—The letter to Mr. Frazer was as follows : “ Mr. James Frazer having, in his address to the proprietors of East India stock, on Monday last, mentioned my name, and alluded to what passed when I was called before the arbitrators, mutually chosen to determine the dispute between him and Captain Robert Stewart, in a manner contrary to my recollection of the facts, I felt it necessary to state, in a letter addressed to the editors of the different morning papers, with my name subscribed, what I believe to be the truth with respect to that matter. But as you and Mr. Thomas Conway have thought proper, through the same public channel, to contradict positively the account which I then gave, I must now beg leave to call upon you, as a man of character, to state what those many questions were that you say were severally asked of me—as well, as what the many explanations were, that, you declare, were given by me? I should have applied to you immediately for satisfaction on those points; but I wished first to know, with certainty, whether the recollection of the three gentlemen, who attended on the part of Captain Stewart, namely, Major Balfour, Mr. Riddell, and Mr. Campbell, agreed with mine. I have since had an opportunity of talking over, with two of them, all the circumstances. In consequence of which, I now feel

“ myself

“ myself bound to demand from you an explicit and im-
 “ mediate answer to this letter.—This you owe to your
 “ own reputation, as well as to me.”—To this Mr.
 Simon Frazer and Mr. Thomas Conway answered, “ You
 “ now desire to know “ What those many questions were
 “ that we asked of you, and the many explanations you
 “ gave us,” at the time you appeared before us, and the
 “ other arbitrators, to give evidence in support of the
 “ charge exhibited by Captain Stewart against Mr. James
 “ Frazer :—we can with truth assure you, that, if we could
 “ particularly recollect them, we would give them to you
 “ verbatim. This much, however, we can for certain say,
 “ that they were such as occurred to the arbitrators to ask,
 “ in explanation of the several letters and accounts you pro-
 “ duced and read to them, and to enable them the better
 “ to determine on the business then before them; and
 “ when you reflect, that the meeting of the arbitrators
 “ was held on the 30th March, 1785, now more than two
 “ years ago, and the business having then been (as we ima-
 “ gined) finally terminated, and never having had occasion
 “ to bestow a thought on the subject since, until your letter
 “ in the public papers, of the 10th instant, resumed it—
 “ you must acknowledge, that it cannot be expected we
 “ should be able, at this distance of time, to recollect the
 “ precise questions and answers put and received during
 “ an investigation of two hours, which that business un-
 “ derwent. A moment’s reflection on the nature of the
 “ investigation, must convince every impartial man, that
 “ such questions were necessarily put, and answers receiv-
 “ ed; and, as a confirmation of our assertion, that they
 “ were

“ were so, we beg leave to refer to the words of the
 “ award. This award, having been drawn up and signed
 “ immediately after you left the room, must consequently
 “ be more correct than (at this distance of time) it is pos-
 “ sible either for your memory or ours to be. After
 “ begging leave, therefore, to refer you to the explicit
 “ declaration in the award, and to remind you, that you
 “ were the only person, at least to the best of our recol-
 “ lection, who appeared before the arbitrators to give
 “ evidence on this business, permit us to ask you, from
 “ whom else was the information necessary to the “ care-
 “ ful investigation” of this business received, or to whom
 “ was the “ particular enquiry” addressed, if not to you ?
 “ As your before-mentioned letter, of the 10th instant,
 “ appeared to us plainly to insinuate, that the award in
 “ question had been signed by the arbitrators, without
 “ due investigation or inquiry, we thought it incumbent
 “ on us, as two of the said arbitrators, to exculpate our-
 “ selves from so heavy a charge ; and we are persuaded
 “ that, on dispassionately comparing the circumstances,
 “ you will coincide with us in opinion, that, in justice
 “ to ourselves, we could do no less.”

WITH this letter the correspondence closed, and I shall
 leave it to the public to judge on which side the truth is
 most likely to be. I felt it my duty to state the corre-
 spondence, in justice to all parties concerned ; I have done
 it faithfully ; and it will therefore explain itself.

BUT I will now consider the subject on the *evidentia*
rei, which Mr. Stewart seems to think is in his favour ;
 for he states (as before mentioned) “ To any person who
 “ has

“ has read the Narrative and the Answer, and who shall
 “ read this Reply, the *thing itself* will prove, that a care-
 “ ful investigation and most particular enquiry could not
 “ be made, and a decided opinion formed, at a meeting
 “ *which lasted but two hours*. It is a fact confessed by Mr.
 “ Frazer’s friends, that no more time was spent upon it *.”

Now, if to read the *Narrative*, the *Answer*, and the *Reply*, were necessary to a careful investigation of the subject, I should agree with Mr. Stewart, that two hours were not sufficient. But it is rather curious, that, having published a long Narrative, not merely of facts, but of laboured arguments, and having then made it necessary for me to contradict many of his facts, and refute his arguments, and then having replied to my Answer, he should urge this length of contest, occasioned by his own misrepresentation, as constituting the nature of the transaction itself. But to take the transaction as he states it, I put the question confidently to every man, Whether two hours were not fully sufficient? For what was the evidence to be produced? a few letters, and two or three accounts, the reading of which would not, at the most, occupy twenty minutes; for it is material to observe, that the essential fact was not controverted. The balance for which the note was given, was admitted to be re-stated in a subsequent account. All this appeared upon the face of the letters; no question therefore arose upon the accounts; and the single point to be determined was, Whether, when the note was demanded, I knew it to have been formerly paid? This was a subject merely of opinion, and which might be formed, either way, by some more readily than others;

* Reply, page 82.

others; but surely two hours were fully sufficient for any persons, after an investigation of that evidence, which, when most carefully made, could not occupy half an hour of the time.

Mr. Stewart next proceeds to give an account of his conduct in renewing the dispute, after the award had enjoined, that the matter should not be carried farther by either of the parties. And, first, he says, "That, exulting in the possession of this *mendicated* award, I wrote him a letter the next day, styling my acquittal honourable, and his charge ill founded *." But of whom, or in what manner, was this award *begged*, upon my part? On what fact does he venture to throw out this assertion? To all the gentlemen concerned in making the award, as well the arbitrators appointed by him as by me, I publicly appeal for the falsehood of the charge; and if I have at any time, or in any manner, done a single act, previous to the award, that can be construed into a *begging* of it, let it be brought forward, and I shall stand convicted of an untruth. But, till then, I do not ask too much of the public, when I desire that they will consider the assertion, that the award was *mendicated* on my part, without a single fact being adduced to support the charge, as an impudent and wicked falsehood. But, if the term is applied to the conduct of my arbitrators, as represented by those for Mr. Stewart, it is equally unfounded; for, even taking that to be true, which these gentlemen have stated, that my arbitrators would not admit the idea of my being capable of a fraud, and that therefore they were prevented from entering into so full an investigation as would have enabled them

* Reply, page 83.

them to give any decided opinion on the subject—would this justify Mr. Stewart in calling it a *mendicated* award? Is there a pretence of any *solicitation* having been made use of, by my arbitrators, to induce his to determine differently from what they would otherwise have done? That they went to the meeting deeming well of me, from their knowledge of my general conduct, it is with pride I own; that they went determined not to try the particular question fairly, I positively deny; but being of opinion, on the result of a fair investigation, that I had no intention to defraud, they certainly would not admit the contrary idea; it was, therefore, for the arbitrators of Mr. Stewart to act as they pleased; the opinion of others could be no rule to them, in a case where they were bound to decide according to their own—that opinion they were consequently bound to form and to declare; nor were any means of request or solicitation made use of to prevent them. If they had declared it, and it had proved different from that of my own arbitrators at the time, what would the consequence have been?—either a fresh reference, which would have ended in a meeting, or an immediate meeting betwixt Mr. Stewart and myself. But this, by his friends making the award they did, was at the time prevented, and Mr. Stewart's only purpose thereby accomplished, namely, to escape from the necessity of going out.

He next goes on to give an account of our meeting in the lobby of the House of Commons—"I met Mr. Fraser in the lobby of the House of Commons, on the 1st May, 1786, when I informed him of my having written the Narrative, and assigned for my reason, that the

X

"award

“award had been made without examination of evidence,
 “and that he had written the letter above mentioned. I
 “told him I had no view but to satisfy my own friends,
 “unless his conduct compelled me to make a more gene-
 “ral use of it. I offered to send it either to himself or
 “to Mr. Baillie; but he refused to take it; and added,
 “that if I used it, “*by God he would take my life*”—a threat
 “which I *smiled at*, observing, He had too much sense*.”
 This passage is to be found in the 84th page of his Reply.
 But what will the reader say to the following, which oc-
 curs in the 86th?—“His conversation with me at the
 “House of Commons was in a style *the most moderate*.
 “He began by telling me, that he never used improper
 “language, and *the whole bent of his discourse was to per-*
 “*suade me not to shew the Narrative*†.” How singularly
 must the brain of this gentleman be constituted, who con-
 siders a threat, that *by God I would take away his life*, to
 be conversation in a style *the most moderate*, and that I
 thereby sought to *persuade* him, not to shew the Narra-
 tive! There is only one way of accounting for the contra-
 diction. A threat, held out to a man of spirit, would ef-
 fectually prevent him from doing that which, on the
 slightest degree of persuasion, he would have immediately
 done; but a threat is the only persuasion to which a
 coward will submit, when his base purposes are to be pre-
 vented, and it is therefore natural the terms should be
 confounded in Mr. Stewart’s mind. The real fact is, I
 made use of no such expression as he states. I told
 him then, that I would treat him as the scoundrel I have
 since

* Reply, page 84.

† Reply, page 86.

since proved him to be ; and, as he truly says, "*he smiled,*" and walked off.

Mr. Stewart proceeds—" I remained in Scotland till
 " the end of March 1787, when I received information
 " from London, that Mr. Frazer and his friends, in the
 " course of his canvass for the India direction, had taken
 " great liberties with my character, to remove the suspi-
 " cions which hung upon his own, and that he was every
 " where shewing the award, with commentaries injurious
 " to me. I considered the terms of the award, if they were
 " not before, to be now completely broke by Mr. Frazer,
 " and that he deserved no mercy from me. I therefore
 " set out for London, where I arrived just ten days before
 " the choice of Directors*."—And in the next page, he
 adds—" It is sufficient to say, that I was informed by
 " gentlemen of undoubted veracity, that Mr. Frazer and his
 " friends were making an improper use of the award, and
 " that it was necessary for me to repair to London to vin-
 " dicate my character. I shewed the letters I had receiv-
 " ed to some gentlemen in Scotland, who concurred in
 " the same opinion †."

THIS having been the reason originally assigned by Mr. Stewart for his breach of the award, it became incumbent upon me to give some answer ; and accordingly I stated,
 " I have no difficulty expressly to declare, that if any
 " such information was given to Mr. Stewart, it was ab-
 " solutely false ; nor did I at any time, when I shewed the
 " award, make any such animadversions on his character
 " and conduct ‡." Here then was a flat denial of the fact

X 2

itself ;

* Reply, page 87.

† Reply, page 88.

‡ Answer, page 30.

itself; and how easy would it have been for Mr, Stewart, if he had received any such information, to have produced it in his Reply, and to have convicted me of an untruth? And can it be supposed, that, if he had the means of such an advantage over me within his power, he would have abstained from making use of it?—Why does he not produce the names of the persons who gave him the information, and the information itself, as undoubtedly it is incumbent on him to do, where the fact is denied? I repeat what I have before said—If he received any such information, it was false; and, once more, I defy him to prove the contrary. But let him not imagine that he can impose upon the public, by re-stating the fact, without producing any evidence whatever in support of it. I have done all that was in my power—I have denied it, and I have called for his proofs: but he has not done all that was in his; for if, in point of fact, he received any such information, it was easy for him to have proved it; and against him who holds back proof, of which, if his fact be true, he must necessarily be possessed, the presumption is, that the fact itself is false.

BUT admitting that it were otherwise—if he had received any such information, he ought to have given me an opportunity of disproving it, which I should certainly have done; and to this position, as stated by me in my Answer, he has not even attempted to make a reply.

* * * *

AND

AND thus, having completed the examination of the several arguments made use of in the Reply, to invalidate that effect which Mr. Stewart felt himself compelled to acknowledge my Answer had produced, it will be for the Public to decide, whether he has in any degree succeeded in maintaining the ground he originally took, or whether he has not, on the contrary, abandoned a great part of it altogether, and been driven from the remainder with disgrace. In my Introduction to the present pages, I pledged myself to prove, that the Reply endeavoured to new-modify the charges; that my arguments in the Answer were much misrepresented, when in any degree brought forward; and that, to the greater part of them, no answer was even attempted to be given. How far I have succeeded in making good this pledge, the preceding observations will shew *.

NOR

* With respect to the case stated in the beginning of the Reply, with Mr. Erskine's opinion, it is merely a trick, to impose upon those who are apt to look into the two or three first pages of a book, and go no further; of whom, on such an occasion as the present, the number may not be small. Who could ever entertain a doubt, that the mere production of the note was sufficient to entitle me to a verdict in a court of law, supposing the executors could not falsify the account? But the argument never turned upon this. The note purported to be for "the balance of a particular account," which, as it afterwards proved, had been re-stated in a subsequent account, and received. The question therefore should have been, Whether the executors could not have filed a bill in equity, and rendered it necessary for me to deny fraud, and to set forth all my accounts? Of this likewise
there

NOR will I, in this place, enter into a minute recapitulation of the numerous contradictions, the gross absurdities, the detected falsehoods, which I have separately pointed out in the course of this work. To those who shall take the trouble to read it through, the recapitulation would not only be unnecessary, but tedious; and, to others, no summary I could make would convey an adequate idea of the subject.

AND, with respect to the author of the base calumnies, which it has been the object of the present work to refute, I have to desire that he will now put the question to himself, Whether he was really warranted in asserting, that I could not despise his pen equally with his sword?—that 'pen which, in the conclusion of his work, he transforms into a "dagger," and boasts (with a generous pride!) that he has "plunged into my breast." The metaphor, at least, is apt; for the weapon of an assassin is the
fit

there is no doubt. But what I rely on is, that, if I had seen the note, I could never have described it as originating from money lent; and, if I had been conscious the account of 30th April, 1781, had contained the same charges as that of the 9th October 1776, I should never have promised to send it, under the circumstances stated by my accuser, or I should have sent a falsified account, made out in the manner he states.

There is another circumstance, which it may be here proper to mention, to avoid future misrepresentation. I received Mr. Stewart's publication some time in the latter end of September, but I could not sit down to reply to it, as the edition was shortly after called in, and of course I could not tell what alteration he meant to make. The present edition was not circulated till towards the middle of October. Mr. Erskine's opinion, prefixed to it, is dated the 10th October. At the time, therefore, that I published my advertisement, in November, the fact was correctly stated, as to the time that had then elapsed from the general circulation of the present edition of the Reply.

fit emblem of such a pen ; and the boast is in character, for it could only issue from a rancorous and malevolent heart. If his pen could execute what his spirit can conceive, it would indeed be no object for my contempt. But his ability does not correspond with his intention ; and if the profound contempt I felt for his former endeavours could have been by any possibility encreased, this must have happened from the publication to which I have now replied.

YET he shall not be altogether deprived of comfort. I do not mean to assert that his pen is absolutely destitute of the power of doing mischief ; on the contrary, let him receive and treasure up the admission in his breast, that I have found it the instrument of mischief to me. But the power which I thus admit him to possess, belongs equally to the vilest reptile that creeps, and in each instance, the exercise of it produces the same effect ; for the viper rouses to its destruction the heel into which it has darted its sting. Thus also has it happened on the present occasion. The charges originally preferred by Mr. Stewart had excited prejudices against me, which continued till my Answer was published ; at that period they vanished, and even the accuser was obliged to confess, that it had produced an effect ; his Reply may, in some degree, have revived them ; but, I trust, only to be destroyed by the present Refutation. Yet, while there is a possibility that such prejudices have been recalled into any honourable mind, I should be a man totally destitute of sensibility, and of a base, of a callous nature, on such an occasion, if I did not readily admit, that the reflexion must be productive to me of much

real pain. In this respect, therefore, the purposes of malice and revenge are answered; and, considered in this light, Mr. Stewart may boast, that his pen is no object of contempt. But here must his triumph cease; for, while the present publication shall effectually refute the false and malicious charges he has preferred against my character, it will prove the destruction of his own in every valuable respect, by establishing, to the full conviction of every brave and honourable man, that he has proved himself to be essentially destitute of the two most indispensable requisites to constitute a Gentleman and a Soldier—truth and courage. To the charges I have made against him in these respects, in reply to his impotent attempt to fasten similar accusations upon me, I defy him to give any answer, that shall satisfy even his most partial friends. He may affect to talk proudly upon the subject; but his tongue will falter, as his heart has quaked, and he will read in every countenance the sentence of his condemnation. Nor will he be able to take shelter within himself. Let him try to put these pages beneath his pillow, and sleep in peace. Let him endeavour to console himself for the contempt of others, by the feelings of internal rectitude. He will fail; he will miserably fail. And in the hours of bitter solitude, the painful thought will force itself upon his mind, that the destruction of his own peace and comfort, the loss of character, the contempt of his profession, and of the world, are the consequences of a base endeavour to ruin the happiness of another, who had done no injury to him.

WITH these observations I shall conclude the subject, without any dread of that awful sentence which, I agree

with Mr. Stewart, neither sophistry nor flowing periods can long avert, where it ought to be pronounced. But in future let him recollect, that he also stands before the tribunal of the Public; and in this situation, should he again make any public appeal, I trust he will demean himself with proper decency. The feelings of mankind will not easily tolerate abuse from his lips, who claims the privilege of abusing with impunity, and who speaks without any dread, merely because he is determined not to expose himself to any danger. Should he make use of fresh scurrility, he may be assured it will produce no other effect than to revert upon himself. But, above all, let him be convinced that, though misrepresentation and falsehood may obtain a momentary advantage, in the end they only serve to make the triumph of truth more splendid and permanent, and to draw disgrace and infamy on the cause in which they are employed.

JAMES FRASER.

with Mr. Stewart, neither positively nor flatteringly periods
can long exist, where it is so pronounced. But in
himself, it is a matter of fact, and it is not before the
soul of the subject, and in the position, though he
agrees with my public speech, I think he will demand him-
self with proper decorum. The feelings of mankind will
probably tolerate, but those who claim the
franchise of man, with humanity, and who look with
out any bias, and by looking at it, I am not to ex-
pose himself to any danger. Should he make use of such
reasoning, he may be found it will produce no other ef-
fect than to show that he is a man, and that he is
in control of his own mind, and that he is not
and may even be necessary to say, in the end
that only to give the triumph of truth more plain-
ly, and to show that it is not a matter of chance, or
of chance, but of necessity.

JAMES L. KASER

